

**In The Matter Of:**

*Johnny W. Sasser v.  
Ryder Truck Rental, Inc., et al.*

---

*Margaret Lloyd  
September 14, 2007*

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Original File 54308.TXT, Pages 2-108 (107)

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IN THE UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF ALABAMA  
NORTHERN DIVISION

JOHNNY W. SASSER, )  
 )  
 )  
Plaintiff, )  
 )  
 ) CIVIL ACTION  
  
vs. )  
 )  
 ) 2:06-cv-593-CSC  
  
RYDER TRUCK RENTAL, INC., d/b/a )  
RYDER DEDICATED LOGISTICS, INC., )  
a/k/a RYDER INTEGRATED LOGISTICS, )  
INC., RYDER SERVICES CORPORATION )  
and MARTYE LLOYD, )  
 )  
 )  
Defendants. )

The deposition of MARGARET LLOYD, taken on behalf of the Plaintiff, taken pursuant to the stipulations contained herein; the reading and signing of the deposition being reserved; taken before Monique M. McNally, Certified Court Reporter, commencing at 05 a.m., on the 14th day of September, 2007, at The Peachtree, 1355 Peachtree Street, NE, Suite 300, Atlanta, Georgia.

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[1] APPEARANCES OF COUNSEL: [2] For the Plaintiff: [3] AMY M. SHUMATE, Esq. Amy M. Shumate, P.C. [4] 519 S. Oates Dothan, Alabama 36301 [5] (334) 673-0729 [6] For the Defendants: [7] CONLEY W. KNOTT, Esq. Austill, Lewis & Simms, P.C. [8] P.O. Box 11927 Birmingham, Alabama 35202-1927 [9] (205) 870-3767 [10] Also Present: [11] KIMBERLY GALLE [12] [13] [14] [15] [16] [17] [18] [19] [20] [21] [22] [23] [24] [25]	[1] PROCEEDINGS [2] (Whereupon, the witness was sworn in by the [3] court reporter.) [4] MS. SHUMATE: Usual stipulations? [5] MR. KNOTT: That's fine. [6] MARGARET LLOYD, [7] being first duly sworn, was deposed and testified as [8] follows: [9] CROSS-EXAMINATION [10] BY MS. SHUMATE: [11] Q Ms. Lloyd, I'm Amy Shumate. I am [12] Mr. Sasser's attorney and I'm going to be asking you [13] some questions. [14] Have you ever been deposed before? [15] A No. [16] Q Well, let me just explain briefly what [17] it's about. I'm going to ask you questions. The [18] purpose of my questions is to find out what you know. [19] You're a defendant in this lawsuit, so certainly what [20] you would have information for court purposes. [21] So I'm going to ask you questions. It might [22] not be things I can't ask or will ask in court, but [23] it's things so I can discover what else is out there. [24] If at any time I ask a question and you [25] don't understand my question, tell me, I don't

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[1] understand what you're asking. Because we're going to  
[2] read it later in paper form. And unfortunately, our  
[3] facial expressions and our inflection is not on paper.

[4] So I'm going to assume that what you answer,  
[5] that you understood the question unless you said  
[6] otherwise. So make sure we're on the same page with  
[7] the question so we don't misconstrue each other --

[8] A Okay.

[9] Q -- because that's not fair to you or to me,  
[10] okay?

[11] A (Witness nods head affirmatively.)

[12] Q The court reporter is going to take down  
[13] everything we both say. It's also being recorded, so  
[14] she needs audible answers.

[15] Nods and head shakes don't do well on tape  
[16] and don't do well for her. So if we do all of our  
[17] things audibly, yes, no, that kind of thing, that will  
[18] help her out a lot. Uh-huhs and uh-uhs, she can type  
[19] them, but they don't read clearly later, if that's all  
[20] right, okay?

[21] A Okay.

[22] Q If you need to take a break, tell your  
[23] attorney. We'll be happy to stop and take a break.  
[24] If I need to take a break, I'll tell you, too, okay?

[25] A (Witness nods head affirmatively.)

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[1] Q I do have a tendency to when I get going, my  
[2] speed goes faster and faster and faster. So if that's  
[3] a problem, just tell me whoa and I'll be okay with  
[4] that, too. I'm not easily offended, so you don't have  
[5] to worry about that.

[6] Can you please state your name and address  
[7] for the record?

[8] A Margaret Mason Lloyd, 292 Harmony Lake  
[9] Drive, Canton, Georgia 30115.

[10] Q Ms. Lloyd, how old are you?

[11] A 44.

[12] Q I'm sorry to ask.

[13] A That's okay.

[14] Q What's your education background, just  
[15] beginning with college for me?

[16] A I went to two years of college for a  
[17] psychology major. And then I finished at a local  
[18] vocational school with a legal secretarial degree.

[19] Q And your Social Security number?

[20] A [REDACTED]

[21] Q And are you married?

[22] A I'm widowed.

[23] Q Do you have any children?

[24] A No.

[25] Q And would you just give me a brief history

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[1] of your work history. I mean, I don't care about  
[2] McDonald's and college, but what you consider  
[3] professional work history, when that started and what  
[4] you've done through the present.

[5] A I began as a secretary in a sales company in  
[6] 1984. And I had secretarial jobs up until Kemper,  
[7] which is where I started in the claim department in  
[8] 1993 and became a senior adjustor in 1998 at Kemper.

[9] Well, no, I'm sorry, Kemper I was a junior adjustor.

[10] I became a senior by leaving and going to  
[11] InServices, a third-party administrator. I was there

[12] until they closed their office. And I went to  
[13] Reliance or Cambridge and they closed.

[14] I went to Ryder, which is self-insured until  
[15] 2007. And now I'm at Berkshire Hathaway as a senior  
[16] adjustor.

[17] Q Let's start with the Kemper.

[18] A Okay.

[19] Q What type of claims did you adjust for  
[20] Kemper?

[21] A Workers' compensation only and I started  
[22] doing just Georgia. And then about a year into it  
[23] they added Alabama. I was an assistant to a senior  
[24] and I had my own lost time claims.

[25] Q And what type of vocational training or

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[1] education did you get for that particular kind of  
[2] job?

[3] A They put us through a three or four-week  
[4] course at Kemper in-house, the pictorial series of  
[5] medical tests, interpreting and recording statements  
[6] and that kind of thing before they actually had us  
[7] start claims.

[8] Q And when you went to InServices -- and how  
[9] do you spell that?

[10] A I-n, capital S-e-r-v-i-c-e-s.

[11] Q And what did you do for them?

[12] A I was a senior -- I became a senior adjustor  
[13] when I went there. And I was in-house at a client's  
[14] office and was their designated adjustor, strictly  
[15] workers' compensation. And they had all the southeast  
[16] states, so I handled several different states.

[17] Q And was that all types of injuries or was  
[18] there specific injuries that you dealt with or all  
[19] types of workers' comp injuries?

[20] A All workers' comp.

[21] Q When you went to InServices, did you have  
[22] any additional training, other than the three to  
[23] four-week course you took at Kemper?

[24] A Near the very end of my service at  
[25] InServices, I got my -- a local license for workers'

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[1] compensation in Georgia. It wasn't in all lines. It  
[2] was strictly a certification for workers'  
[3] compensation.

[4] Q And what does that mean? Explain that to  
[5] us.

[6] A Well, in Georgia you're supposed to be a  
[7] licensed adjustor if you work for a carrier or a  
[8] self-insured. This was for people that were  
[9] third-party administrators, whatever.

[10] It was sort of like having a license for an  
[11] adjustor, but just for workers' compensation. And the  
[12] state board recognized it as you were considered a  
[13] certified adjustor versus a licensed adjustor.

[14] Q So you were certified at that time?

[15] A I was certified in the state of Georgia,  
[16] yes.

[17] Q And what did you have to do to become  
[18] certified?

[19] A Take a three-day -- I think it was a  
[20] three -- maybe a five-day course, lectures and so  
[21] forth and then a test. And I also started my Alabama  
[22] certificate process in 1996, I think.

[23] Q And so you also hold a certificate for  
[24] Alabama?

[25] A I did through 2006.

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[1] Q And what did you have to do to get your  
[2] Alabama certification?

[3] A Go to a seminar once a year for a day and a  
[4] half.

[5] Q Did they have reciprocity for your Georgia  
[6] certification?

[7] A No. Not Alabama, no.

[8] Q So you don't have to do any tests or take a  
[9] course or anything?

[10] A In Georgia?

[11] Q Alabama?

[12] A In Alabama?

[13] Q One course a year?

[14] A Uh-huh (affirmative).

[15] Q One day?

[16] A Uh-huh (affirmative).

[17] Q Now, these courses that you took, were they  
[18] geared just for workers' comp or were they insurance  
[19] adjusting in general?

[20] A The Alabama one?

[21] Q The Georgia one. Let's start there first,  
[22] because that's where you first got certified.

[23] A In the beginning the certification was just  
[24] workers' compensation and just for Georgia.

[25] Q And then when did you get your Alabama

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[1] certification?

[2] A Starting in 1996.

[3] Q '96?

[4] A Yeah, I think it was '96. And then I got my  
[5] Georgia independent adjustor's license in 2001, I  
[6] believe, and I've had it ever since.

[7] Q Now, when you went to Reliance or Cambridge  
[8] is what I wrote down, what did you do for them?

[9] A A senior workers' comp adjustor.

[10] Q Again, any type of injuries?

[11] A Any type, uh-huh (affirmative).

[12] Q And are those -- the InService and Reliance  
[13] and Kemper, are they actually independent insurance  
[14] companies or was InService a third-party  
[15] administrator?

[16] A InService was a third party. The other two  
[17] were actual carriers.

[18] Q And how long did you work at Kemper? You  
[19] probably told me and I just didn't remember.

[20] A As an adjustor?

[21] Q Yeah.

[22] A Five years.

[23] Q And you went to Ryder. Is that in '96 when  
[24] you went to Ryder?

[25] A No, I went to InServices from Kemper. I was

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[1] there four years.

[2] Q When you went to Ryder --

[3] A I went to Ryder in 2001.

[4] Q 2001, okay. And you went there as a  
[5] workers' comp --

[6] A A senior adjustor.

[7] Q -- senior adjustor as well?

[8] A Yes.

[9] Q And when you went to Ryder, did they send  
[10] you to any additional classes or courses, other than  
[11] the one year you have to take for your Alabama  
[12] certification?

[13] A For Alabama?

[14] Q Did Ryder send you to anything, period,  
[15] Alabama or not? Did they send you to any additional  
[16] classes?

[17] A Well, they paid for me to continue my  
[18] Georgia license for an independent adjustor.

[19] Q And where were you located when you worked  
[20] for Ryder?

[21] A Alpharetta, Georgia.

[22] Q Have you ever worked when you actually  
[23] worked in the state of Alabama?

[24] A No.

[25] Q But you needed your Alabama certification in

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[1] order to adjust claims that occurred in Alabama?  
[2] A Yes.  
[3] Q And those courses, the course that you took,  
[4] the one-a-year course to get your certification in  
[5] Alabama, what types of things did you discuss in those  
[6] courses?

[7] A Well, the state puts on a seminar and you  
[8] just basically participate as a listener. And they  
[9] have attorneys come. They usually have a plaintiff  
[10] attorney and a defense attorney.

[11] They talk about case law update. They have  
[12] a medical, usually a doctor give an update on, you  
[13] know, new medical technology and so forth.

[14] Q And is there a difference in the way you  
[15] handled claims when you worked for a carrier versus  
[16] working for a third-party administrator?

[17] A What do you mean by difference?

[18] Q I mean, I don't know how you handle them, so  
[19] I'm not sure. Was there any difference in your mind  
[20] in the way we handle cases, the way you adjust the  
[21] cases, set up medical treatment differently, anything  
[22] like that that's different between a carrier and a  
[23] self-insured?

[24] A No, it's still mandated by the state  
[25] statutes.

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[1] Q Did you ever deal with the Alabama  
[2] Department of Industrial Relations and their workers'  
[3] comp division or the ombudsman program or anything  
[4] like that for the state of Alabama while you were  
[5] adjusting Alabama claims?

[6] A By dealing with them, what do you mean?

[7] Q Have contact with them, communicate with  
[8] them.

[9] A I communicated with the ombudsman in  
[10] Mr. Sasser's case.

[11] Q You did?

[12] A Uh-huh (affirmative).

[13] Q Who was that person?

[14] A Sally Thames.

[15] Q Sally Thames?

[16] A Uh-huh (affirmative), T-h-a-m-e-s.

[17] Q Did you ever speak with Brenda Hicks with  
[18] the Alabama Industrial Relations?

[19] A I don't remember.

[20] Q And what was the -- well, I'll come back to  
[21] Ms. Thames. We'll get to that when we get to  
[22] Mr. Sasser in particular.

[23] In your current job, who do you work for?

[24] A Berkshire, B-e-r-k-s-h-i-r-e, Hathaway.

[25] Q Are they --

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[1] A They're workers' comp. Well, they're a  
[2] carrier and I'm a workers' compensation adjustor.

[3] Q And you worked here this year, starting this  
[4] year?

[5] A Yeah, February of this year.

[6] Q Now, on your job with Ryder, during the time  
[7] you were adjusting Mr. Sasser's claim, who was your  
[8] immediate supervisor?

[9] A Well, first it was Dale Sequin, S-e-g --  
[10] S-e-q-u-i-n. Then he left the company and it was Greg  
[11] Pitz, P-i-t-z. And then they restructured the office  
[12] and it became Kathy Fortier, F-o-r-t-i-e-r.

[13] Q Now, do you have a specific recollection on  
[14] Mr. Sasser and his case, I mean, from your own memory?

[15] A Yes.

[16] Q Have you reviewed any documents to prepare  
[17] for today's deposition?

[18] A Yes.

[19] Q And specifically tell us what you reviewed.

[20] A I look at his deposition. I looked at your  
[21] brief. And I looked at some of the exhibits.

[22] Q To my brief?

[23] A Uh-huh (affirmative). Well, I'm not sure if  
[24] it was your brief. It was the letters that I had sent  
[25] to the doctors and the peer review notification to the

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[1] doctors.

[2] Q And is that all you've reviewed?

[3] A Yes.

[4] Q Did you review any of your file or documents  
[5] from when you worked at Ryder?

[6] A Yes.

[7] Q And was that provided to you specifically in  
[8] preparation for the deposition?

[9] A Not exactly, no. I looked at them when I  
[10] knew I was leaving the company. I looked back to  
[11] refresh my memory as to the events, just because I  
[12] thought that it would be a deposition situation. It  
[13] wasn't at the time.

[14] Q So you left the company in February?

[15] A February.

[16] Q So you reviewed your file with Ryder on  
[17] Mr. Sasser in February of 2007?

[18] A Actually, I think my last day was January  
[19] the 31st, so it was probably right before I left in  
[20] January.

[21] Q And you have not reviewed those documents  
[22] since --

[23] A No.

[24] Q -- other than what you mentioned you were  
[25] shown?



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[1] A Correct.  
[2] Q Do you understand that Mr. Knott and his  
[3] firm also represents Ryder?  
[4] A Yes.  
[5] Q They represent you individually and Ryder?  
[6] A Yes.  
[7] Q Let's specifically talk about Mr. Sasser.  
[8] When did you take over his claim?  
[9] A To the best of my knowledge, I had his claim  
[10] when I first came there for a short period of time,  
[11] which would have been in -- I came there in November  
[12] of '01.  
[13] And then in early 2002, they gave Alabama to  
[14] another adjustor. And when she left a few months  
[15] later, it came back to me. So there was about a  
[16] six-month period that I did not handle it.  
[17] Q Prior to your handling it when you first  
[18] came there prior to your first handling of it, put it  
[19] that way, do you know who was handling his claim?  
[20] A Diane Bojanowski, B-o-j-a-n-o-w-s-k-i. She  
[21] was the adjustor that I replaced.  
[22] Q And did she leave the company when --  
[23] A Yes.  
[24] Q -- you replaced her?  
[25] A Yes.

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[1] Q Do you know where she is now?  
[2] A She quit. She had medical problems, so she  
[3] quit completely, to my knowledge.  
[4] Q Do you have any recent contact, meaning in  
[5] the last few years with her, where she might be  
[6] living? Is she living in Atlanta or something like  
[7] that?  
[8] A About three years ago a Tennessee attorney  
[9] mentioned that he had spoken to her and she was in  
[10] Virginia.  
[11] Q Do you know if she's married?  
[12] A She is married.  
[13] Q Her husband's name?  
[14] A I don't know.  
[15] Q B-o-j-a-n-o-w-s-k-i?  
[16] A Yes.  
[17] Q Who is Ellen Seimbolt?  
[18] A She was the nurse case manager. She was the  
[19] telephonic nurse case manager at Ryder when I first  
[20] started there.  
[21] Q Now, describe for me what a telephonic nurse  
[22] case manager does.  
[23] A She's in our Ryder office and she makes  
[24] phone calls on a lot of claims, but she's just calling  
[25] for medical information to authorize medical treatment

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[1] to set up appointments and that kind of thing to help  
[2] the adjustors with the medical aspect. She is an RN.  
[3] Q Now, when you took over Mr. Sasser's claim,  
[4] did you at that point review what had happened up to  
[5] that point with him and know what his claim was about?  
[6] A Not immediately. I looked over the basics  
[7] of the claim just to know what it was we were -- you  
[8] know, what kind of claim it was, but I didn't get into  
[9] the specifics immediately.  
[10] Q But did you know there was already a suit  
[11] and a settlement and --  
[12] A Yes.  
[13] Q -- this was ongoing medical care?  
[14] A I knew that he had settled his indemnity and  
[15] that there was --  
[16] Q Future medicals, basically?  
[17] A Future medicals, yes.  
[18] Q Now, do you remember when the first time was  
[19] that you or someone at Ryder asked for a peer review  
[20] on Mr. Sasser from a medical doctor?  
[21] A I believe it was in 2002 or 2003.  
[22] Q And why did that occur?  
[23] A Because I couldn't understand -- two  
[24] reasons. I couldn't understand why Mr. Sasser was on  
[25] so many drugs for a lumbar strain that happened almost

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[1] ten years prior, because that's the only diagnosis we  
[2] saw.  
[3] And also because he was having a lot of  
[4] drugs that he was claiming related to the claim that I  
[5] recognized as drugs for heart conditions and other  
[6] things that didn't seem related.  
[7] So I needed to just kind of get an overall  
[8] view of how he was this far into his treatment.  
[9] Q Was that your decision to call in for a peer  
[10] review?  
[11] A Yes.  
[12] Q And is that something that -- senior claims  
[13] adjustor, is that correct?  
[14] A Yes.  
[15] Q Is that something that would have been  
[16] within your purview?  
[17] A Yes.  
[18] Q Is there a system at Ryder in place or a  
[19] policy, I should say, at Ryder at that time that was  
[20] in place that required peer reviews on any regular  
[21] basis?  
[22] A Not that I know of.  
[23] Q So there was no Ryder policy that says after  
[24] a certain number of years or after a certain number of  
[25] dollars we're just going to start doing peer reviews,

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[1] no policy along that line?

[2] A No. That would be for physical therapy  
[3] duration and things, but not for just general  
[4] treatment, no.

[5] Q So if you had not chosen to do a peer  
[6] review, there would have been nobody over your head  
[7] saying, you know, why has this not happened yet?

[8] A Oh, my manager may have. In fact, she may  
[9] have requested one and I don't recall. But managers  
[10] looked at our files very regularly.

[11] Q And what were they looking at your files  
[12] for?

[13] A To make sure we were paying attention to the  
[14] file, that the file was current, that we were -- you  
[15] know, had enough reserves in the file for payment,  
[16] that we had a handle on what was going on on the file.

[17] Q Let's talk a little bit about how you adjust  
[18] a file when you're dealing with future meds.

[19] The case is settled, comp is over, we're  
[20] dealing simply with future meds, what is your process  
[21] as a senior claim's adjustor with Ryder for how you  
[22] would handle that on an ongoing basis? What's your  
[23] job, I guess?

[24] A To review the medical reports as they come  
[25] in with the bills. Hopefully they'll come in with the

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[1] bills. Just to be sure that everything is -- there's  
[2] no new injury, no aggravation, that the treatment is  
[3] still related directly to the workers' compensation  
[4] injury, that the treatment is appropriate, as far as  
[5] that the doctor is still addressing the same injury.

[6] Q And in your situation on these medicals,  
[7] these medicines that you recognize yourself as not --  
[8] you not believing they were related, did you request  
[9] from the medical doctor who was his treating physician  
[10] for an explanation of those particular medicals, those  
[11] medicines?

[12] Did you ever write the doctor and say, I  
[13] noticed you're sending in these, are they related to  
[14] his back or anything like that?

[15] A I know I asked for one specifically and I  
[16] never got responses. I seem to recall that I did ask  
[17] the doctor for some clarification on information,  
[18] because his notes were very vague and I never got  
[19] responses.

[20] Q Do you know which doctor that was that you  
[21] asked?

[22] A No. The only two names I remember are  
[23] Marsella and McGahan.

[24] Q Would it have been one of those two doctors?

[25] A Yes, it would have been one of those two.

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[1] Q So their records, I'm assuming, would  
[2] reflect that or your file at Ryder would reflect if  
[3] you wrote them letters regarding --

[4] A Yes.

[5] Q And who is the custodian, I guess, of that  
[6] file.

[7] A Of the claim file?

[8] Q Yeah.

[9] A Well, I'm not sure what you mean by who  
[10] is -- it's in the claim office at Ryder's Alpharetta  
[11] office.

[12] Q Alpharetta office, okay. But you do believe  
[13] you wrote one of those two doctors about one of the  
[14] medications?

[15] A Yes.

[16] Q And did not get a response?

[17] A Yes.

[18] Q Do you remember which medication that was,  
[19] the name of the medication?

[20] A Plavix.

[21] Q Plavix, okay. Was that the only medication  
[22] that gave you concern?

[23] A No.

[24] Q What other medications gave you concern?

[25] A He had medications. I don't remember the

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[1] names, but he had several that were for heart or  
[2] blood and that's why I asked the doctor. That  
[3] particular letter was to ask him how that related.

[4] Q Was it only asking about Plavix or was it  
[5] asking about all of them that you had a question  
[6] with?

[7] A That specific one was about Plavix.

[8] Q If there had been other medicines that you  
[9] were concerned about as you indicated, would you have  
[10] first asked the treating physician for an explanation  
[11] before a peer review?

[12] A Yes.

[13] Q And I'm assuming the file would show then  
[14] that you did, in fact, write the doctor about those  
[15] other medications as well before you asked for a peer  
[16] review?

[17] A It should, yes.

[18] Q And if it does not -- and I don't know if it  
[19] does or not because I haven't seen it. If it does  
[20] not, would you have any explanation if it does not why  
[21] that would not have occurred?

[22] A There might not be a copy in the file just  
[23] because it might not have gotten matched up in the  
[24] file. Just in drop filing there's a lot of paper.

[25] Q Do you have a specific recollection today of



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[1] having written more than one letter to a doctor about  
[2] medications on Mr. Sasser?

[3] **A** No.

[4] **Q** Now, you said that you would review the  
[5] medicals to see if there was no aggravation of the  
[6] injury.

[7] What would that make a difference, in your  
[8] mind, as an adjustor?

[9] **A** Well, if you have a back injury and the  
[10] employee -- and the doctor's notes say the employee  
[11] was involved in a motor vehicle accident and sustained  
[12] a severe injury to his back, that would make a  
[13] significant difference.

[14] **Q** Would that make a new injury, in your  
[15] opinion, or an aggravation?

[16] **A** A new injury.

[17] **MR. KNOTT:** Object to the form.

[18] **BY MS. SHUMATE:**

[19] **Q** Well, you used the word no aggravation and  
[20] then you said no new injury and then to see if the  
[21] treatment was appropriate, those were the three things  
[22] you mentioned. So I'm just trying to clarify what you  
[23] mean by those terms.

[24] When you said to check the medicals to look  
[25] for -- see if there was no aggravation of the injury,

[1] are you doing it for strengthening, because your  
[2] diagnosis has to match, you know, what you're  
[3] suggesting they do.

[4] So we just have to make sure that what he's  
[5] doing is normal medical protocol for the diagnosis  
[6] that he's given.

[7] **Q** In Alabama, particularly since this is an  
[8] Alabama claim, let's deal with that.

[9] Do you have an understanding as an adjustor,  
[10] who is the person in charge of deciding whether a  
[11] claimant is entitled or is in need of a particular  
[12] medical procedure?

[13] Who is the person who is in charge of that  
[14] decision? Is it the doctor, the company? I mean, who  
[15] is in charge of that decision?

[16] **MR. KNOTT:** Object to the form.

[17] **BY MS. SHUMATE:**

[18] **Q** You can answer anyway.

[19] **A** Repeat that question.

[20] **Q** Sure. What is your understanding under the  
[21] laws of Alabama as to who is in charge, who has the  
[22] decision-making ability, I should say, the power to  
[23] decide if a claimant is in need of a particular  
[24] treatment?

[25] **MR. KNOTT:** Object to the form.

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[1] I need to know what you mean by aggravation. When you  
[2] say no new injury, what you mean by that, that way I  
[3] can know your terminology. I want to be on the same  
[4] page.

[5] **MR. KNOTT:** You're not asking for a legal  
[6] conclusion?

[7] **MS. SHUMATE:** I'm asking her what she means  
[8] by the words she used.

[9] **THE WITNESS:** Okay, aggravation is an  
[10] intervening incident that created a significant  
[11] change in his condition.

[12] **BY MS. SHUMATE:**

[13] **Q** And how about no new injury?

[14] **A** The new injury would be specifically he has  
[15] a fractured disk or he has multiple levels of  
[16] vertebrae fractures or some significant specific new  
[17] finding.

[18] **Q** And for treatment, to make sure the  
[19] treatment was appropriate, what would you look for  
[20] there?

[21] **A** I'm not sure how to answer that. You know,  
[22] doctors will try different things throughout the time  
[23] as time goes on in a chronic back like Mr. Sasser.

[24] They might try physical therapy. Okay,  
[25] that's fine. Are you doing it for stabilization or

[1] **THE WITNESS:** The doctor.

[2] **BY MS. SHUMATE:**

[3] **Q** And is it the doctor then who would be in  
[4] charge of deciding if that treatment is appropriate  
[5] for that patient's medical need?

[6] **MR. KNOTT:** Object to form.

[7] **THE WITNESS:** The medical need, yes.

[8] **BY MS. SHUMATE:**

[9] **Q** Now, when you say you were wanting to check  
[10] whether the treatment was appropriate, are you meaning  
[11] something other than a medical need?

[12] **A** No. I'm talking about a medical need  
[13] directly relating to the injury that is compensable  
[14] under the workers' compensation claim.

[15] **Q** In Mr. Sasser's case, I mean, I'm sure  
[16] you're aware that there was already a time when a  
[17] Court was asked to intervene after his settlement  
[18] because there were some medicals that were either in  
[19] question or were not being paid; do you know that  
[20] history?

[21] **A** I do now, yes.

[22] **Q** You were not involved in that process then,  
[23] were you?

[24] **A** No.

[25] **Q** At the time you were adjusting the claim,

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[1] were you provided with court orders and the settlement  
[2] papers, the court orders from Barbour County which  
[3] governed his settlement?

[4] **A** They were in the file. The file was very  
[5] large. There were several volumes. So it was not in  
[6] the file that I had, the working file at the moment.  
[7] I was not made aware of them immediately. I was when  
[8] we began the peer review process.

[9] **Q** So at the time you were initially adjusting  
[10] his claim, you were looking for the standard stuff, no  
[11] aggravation, no new injury, was the treatment  
[12] appropriate, you were not at that point aware of a  
[13] court order directing specifically a particular doctor  
[14] to make the decision as to what is necessary in his  
[15] case? Are you aware of --

[16] **A** Are you talking about the second?

[17] **Q** Yeah.

[18] **A** No, I was not aware of that.

[19] **Q** Let me clear that up. Are you now aware  
[20] that there was an order from the judge that said  
[21] Dr. McGahan decided what is necessary and Ryder will  
[22] pay what Mr. McGahan says is necessary?

[23] **MR. KNOTT:** Object to form.

[24] **THE WITNESS:** I am now.

[25] **BY MS. SHUMATE:**

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[1] to Mr. Sasser or had moved out of his treatment area?

[2] **A** There were two situations. One, Mr. Sasser  
[3] told me, and I don't remember when, that Dr. McGahan  
[4] had moved. He did not indicate that he was unable to  
[5] find him. He just indicated he had moved.

[6] Then when we did the final utilization  
[7] review and I notified all parties that the utilization  
[8] review deemed treatment unnecessary, et cetera,  
[9] information -- bills and such came back to us  
[10] undeliverable to the address.

[11] We even paid a bill that was mailed to us  
[12] after that time from his office that was sent back.

[13] The check was sent back undeliverable to the address  
[14] on his bill.

[15] **Q** So are you saying today that it is your  
[16] recollection that you did not know Dr. McGahan was  
[17] unavailable to him as a treating physician until after  
[18] you made your final utilization review and the  
[19] decision from that utilization review was known?

[20] **A** To my knowledge today, yes.

[21] **Q** Did you ask Mr. Sasser when he called and  
[22] indicated that Dr. McGahan had moved, any details  
[23] about that, whether he was still able to go see him as  
[24] a doctor, where he had moved to?

[25] Did you ask any questions specifically to

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[1] **Q** At what point did you become aware of that  
[2] order?

[3] **A** When we began copying the file for the  
[4] peer -- second peer review.

[5] **Q** And when was the second peer review, to your  
[6] knowledge?

[7] **A** I believe it was in 2004.

[8] **Q** 2004, okay. How did you become aware of  
[9] that court order that you had not been aware of for  
[10] the prior two years or so?

[11] **A** Because I was pulling -- I pulled all the  
[12] volumes and began copying the file to get it ready for  
[13] the utilization of review process.

[14] **Q** Did that order, when you came across that  
[15] order, what did you do with it, if anything?

[16] **A** Nothing. I read it.

[17] **Q** Did you discuss it with a supervisor?

[18] **A** I don't recall.

[19] **Q** Did that affect your action on Mr. Sasser's  
[20] case in any way?

[21] **A** No.

[22] **Q** Were you aware at any time while you were  
[23] adjusting Mr. Sasser's claim -- did you become aware  
[24] during any time you were adjusting his claim, I should  
[25] say, that Mr. McGahan was either no longer available

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[1] try to find that information out?

[2] **A** Well, again, he didn't tell me he couldn't  
[3] reach him. He was seeing Dr. Marsella, too, and I  
[4] don't remember which one was the more current.

[5] But he didn't indicate to me that he was  
[6] having trouble getting treatment. He said a lot about  
[7] him having IRS issues and not wanting to prescribe  
[8] narcotics to him.

[9] **Q** What I specifically asked you is, did you  
[10] inquire from him, when he indicated he had moved,  
[11] whether he was still able to get treatment from him,  
[12] where Dr. McGahan had moved or anything along that  
[13] line to try to discover that information?

[14] **A** No, I did not ask him because I did not know  
[15] it was a problem at the time.

[16] **Q** At some point you knew that Mr. Sasser was  
[17] treating with Dr. Marsella --

[18] **A** Yes.

[19] **Q** -- with pain management?

[20] Was he already treating with Dr. Marsella  
[21] when you took over the case?

[22] **A** Yes.

[23] **Q** And do you have any recollection as to  
[24] whether Dr. Marsella was recognized by Ryder? Is it  
[25] fair to say Ryder when I say dealing with the workers'

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[1] comp? Do I have to say IntraCorp or what do I need to  
[2] say?  
[3] A No, Ryder, Ryder.  
[4] Q Ryder?  
[5] A Yeah.  
[6] Q As to whether Dr. Marsella was recognized by  
[7] Ryder as a treating physician, an approved authorized  
[8] treating physician for Mr. Sasser?  
[9] A Was I aware that he was an approved?  
[10] Q Do you have any knowledge whether he was or  
[11] was not an approved physician?  
[12] A Yes. When I took over the file, one of  
[13] their standards is to have what's called a file plan  
[14] in the file as current as possible.  
[15] And when Diane's last file plan was done,  
[16] she said authorized treating physicians are  
[17] Dr. Marsella and Dr. McGahan.  
[18] Q Describe what a file plan is. What does it  
[19] contain?  
[20] A It contains the compensable accepted  
[21] conditions, any denied injury or conditions, the  
[22] authorized physicians, the general medical status,  
[23] like maintain all medications, failed back syndrome,  
[24] that kind of thing.  
[25] And then it has a plan of how to -- you

[1] tunnel.  
[2] Q Do you know if it was listed as a denied  
[3] injury or as a compensable injury on the plan?  
[4] A I don't recall.  
[5] Q Was it your understanding there was ever a  
[6] carpal tunnel injury that was compensated by workers'  
[7] -- by Ryder, whether through medical treatment or  
[8] anything else on Mr. Sasser?  
[9] A Mr. Sasser told me that he had had surgery,  
[10] but we never talked beyond that about it, no.  
[11] Q Do you know if Ryder ever denied or accepted  
[12] carpal tunnel as a compensable injury and paid for any  
[13] of his medicals related to carpal tunnel?  
[14] A I don't know.  
[15] Q Would that be in the Ryder file that's in  
[16] Alpharetta?  
[17] A It could be.  
[18] Q Could it be somewhere else?  
[19] A No. If there was a file for -- if there was  
[20] a separate claim or if it was included in that claim,  
[21] they would be in Ryder -- at Ryder.  
[22] Q I just want to make sure when you say could  
[23] be, it kind of indicated that it also could not be.  
[24] A Oh, I'm sorry.  
[25] Q And I didn't know if it was someplace else.

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[1] know, your plan to proceed with the file, that you'll  
[2] monitor it on a 90-day diary or whatever.  
[3] Q Now, you said an accepted compensable  
[4] injury?  
[5] A Yes. Like for instance, it will say, you  
[6] know, L2-3 fractured vertebrae compensable, ankle  
[7] fracture noncompensable, because we've received bills  
[8] or they've asked us to cover it or something and we've  
[9] determined that it wasn't related.  
[10] Q And do you remember what the compensable  
[11] injury was that was on Mr. Sasser's case plan or file  
[12] plan from Diane at that time?  
[13] A I believe it just said lumbar strain, low  
[14] back pain.  
[15] Q Lumbar strain, low back pain?  
[16] A Uh-huh (affirmative).  
[17] Q Do you know what the settlement paperwork  
[18] indicated his injury was in the Circuit Court of  
[19] Barbour County?  
[20] A I do recall it mentioned the lumbar strain.  
[21] I don't recall anything beyond that. Oh, correction.  
[22] I do remember it mentioning carpal tunnel.  
[23] Q And in what way did it mention carpal  
[24] tunnel?  
[25] A Just as -- that he had claimed carpal

[1] So if something like that exists, it should be in that  
[2] file?  
[3] A Well, when I say could be, because if they  
[4] filed it as a separate claim, it might be two separate  
[5] claims is what I mean.  
[6] Q Do you know if it was part of the lawsuit  
[7] and settlement?  
[8] A I don't know.  
[9] Q Were you aware of what Dr. McGahan said was  
[10] Mr. Sasser's medical condition that he reported to the  
[11] judge in Barbour County?  
[12] A I don't recall specifically.  
[13] Q Would that have been something you would  
[14] have looked at at the time?  
[15] A At what time?  
[16] Q The time -- any time that you were adjusting  
[17] his claim, would you have wanted to know what his  
[18] treating physician said about his injury?  
[19] A Yes, I would have read the documents. And  
[20] again, it was when we were doing the peer reviews.  
[21] When I started handling the claim, because I  
[22] knew they were handling it as a low back claim, when  
[23] his medical records came in, I just simply confirmed  
[24] that that's what he was seeing him for.  
[25] Q And you would not have looked at that

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[1] document until the peer reviews began?  
[2] **A** The settlement document, no, I did not.  
[3] **Q** Or the document from the doctor, his  
[4] treating physician indicating the specific nature of  
[5] his injury?  
[6] **MR. KNOTT:** For clarification, are you  
[7] referring to the letter on Dr. McGahan's  
[8] letterhead dated January 3, 2000?  
[9] **MS. SHUMATE:** Or any of Dr. McGahan's  
[10] records prior to the settlement indicating the  
[11] nature of his injury.  
[12] **MR. KNOTT:** So you're not referring to -- I  
[13] want to know if you're referring to one in  
[14] particular or if you're referring to one in  
[15] general?  
[16] **MS. SHUMATE:** Well, I will refer to one in  
[17] particular. When I do, I'll get more specific  
[18] with it.  
[19] **MR. KNOTT:** Okay.  
[20] **BY MS. SHUMATE:**  
[21] **Q** I just want to know before the peer reviews  
[22] began, did you ever look at McGahan's records to  
[23] determine specifically beyond the little file plan or  
[24] case plan, what specifically about his back we're  
[25] dealing with besides low back pain and lumbar strain?

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[1] **A** No.  
[2] **Q** Why?  
[3] **A** Because when I came there it was -- they  
[4] were paying for lumbar strain and he was treating him  
[5] for a lumbar strain. Or he called it low back pain in  
[6] his notes.  
[7] And so I just -- when I started working the  
[8] files, I confirmed the diagnosis is what we accepted  
[9] and paid the bills.  
[10] **Q** Do you believe in your years of experience  
[11] of handling medical workers' compensation claims that  
[12] there is a difference between low back pain and lumbar  
[13] strain?  
[14] **MR. KNOTT:** Object to the form.  
[15] **BY MS. SHUMATE:**  
[16] **Q** Do those two -- I'll ask. Are those terms  
[17] synonymous for you or do they mean individual,  
[18] different things?  
[19] **A** Well, if you have a lumbar strain, you do  
[20] have low back pain, but low back pain can also mean  
[21] other things.  
[22] **Q** Sure. Did you do anything when you took  
[23] over his case to determine the nature of the low back  
[24] pain, other than to just say lumbar strain?  
[25] **A** No.

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[1] **Q** Did you ever do anything while you were  
[2] adjusting his claim to determine the nature of, quote,  
[3] low back pain?  
[4] **A** His low back pain?  
[5] **Q** Sure.  
[6] **A** Yeah, I did a peer review.  
[7] **Q** So you sent it to someone else to tell you  
[8] that?  
[9] **A** I sent it to a doctor to tell me that, yes.  
[10] **Q** Did you personally ever look at  
[11] Dr. McGahan's records to determine that before you  
[12] sent it to peer review?  
[13] **A** Again, you're talking about prior to --  
[14] **Q** Sure. Dr. McGahan's records, his treating  
[15] physician's records, did you ever personally look to  
[16] say, you know, I wonder why he's having so much low  
[17] back pain or why he's taking this medication, let me  
[18] look at his treating physician's records, did you  
[19] ever do that?  
[20] **A** I looked back at them. I don't know how far  
[21] back I went, and they were very short. They were just  
[22] two or three little lines on each office visit, low  
[23] back pain and two or three things about what he, you  
[24] know, complained of that day and what they prescribed.  
[25] **Q** Was Dr. McGahan's records the only records

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[1] you would have looked at prior to sending the case  
[2] to peer review?  
[3] **A** We would have looked at -- I would have  
[4] looked at any medical records available.  
[5] **Q** What other medical records besides  
[6] Dr. McGahan and Dr. Marsella, because I'm making the  
[7] assumption his were available?  
[8] What other records, if any, were available  
[9] to you at that time before you sent the case to peer  
[10] review?  
[11] **A** The only other thing I recall is the  
[12] cardiologist, because I sent him a letter. I was  
[13] concerned because Mr. Sasser was on very many  
[14] medications.  
[15] And I sent his cardiologist a letter about  
[16] all his medications. And he kind of gave me a gist of  
[17] his diagnosis and so forth.  
[18] **Q** Now, he was not being treated by workers'  
[19] comp for cardiac problems?  
[20] **A** No.  
[21] **Q** And so his cardiologist was not a workers'  
[22] comp approved physician?  
[23] **A** No.  
[24] **Q** Was there a separate release signed by  
[25] Mr. Sasser specifically to allow you to discuss his



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[1] medical treatment with non-workers' comp doctors?  
[2] A I do not recall if we --  
[3] Q Would you, in your opinion, think you needed  
[4] a separate release to allow you to speak with doctors  
[5] that are unrelated to --  
[6] A Yes.  
[7] Q -- this workers' comp injury?  
[8] If in fact there was a release -- if in fact  
[9] you spoke with or wrote the cardiologist, would it be  
[10] fair to say there will be a release in that file  
[11] somewhere signed by Mr. Sasser?  
[12] A I believe so, because I don't know any other  
[13] way that I would have gotten the information as to who  
[14] that doctor was.  
[15] Q Would that be a release specifically for the  
[16] cardiologist?  
[17] A Yes.  
[18] Q And I ask this question because I don't want  
[19] to come back later and ask it.  
[20] If I look in that file and there is no such  
[21] release, do you have any explanation for why it would  
[22] not be there?  
[23] A Only if Mr. Sasser gave me a verbal, but I  
[24] don't recall the situation.  
[25] Q Would the doctor's office -- is it the

[1] would be specific for that doctor?  
[2] A Sure, yes.  
[3] Q What would be the need for you to correspond  
[4] with a non -- if you're dealing with a back strain,  
[5] low back pain, chronic back pain, whatever he's been  
[6] treated for and by Dr. McGahan and Dr. Marsella that  
[7] is compensable, why would you feel it necessary to  
[8] talk to his cardiologist about his cardiac problems?  
[9] A Because the pharmacist was billing us for  
[10] every drug the man was taking. And when I asked  
[11] Mr. Sasser about it, he could not give me a clear  
[12] explanation.  
[13] He didn't know what half of the drugs were.  
[14] So I asked him if I could talk to his cardiologist and  
[15] find out which drugs were for that and was he aware of  
[16] all these other ones he was on and he said okay.  
[17] Q And so you didn't just ask the cardiologist  
[18] what are these drugs for, you also asked the  
[19] cardiologist, are you aware he's also taking all these  
[20] other medications?  
[21] A Yes.  
[22] Q Why would do that?  
[23] A Because I know certain drugs are  
[24] contraindicated with others and I don't know -- did  
[25] not know if all this was helping or hurting.

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[1] normal course of their business to require a written  
[2] release before they will discuss a case with you  
[3] versus you telling them the patient said I can talk to  
[4] you?  
[5] MR. KNOTT: Object to the form with regard  
[6] to what the normal course of doctors --  
[7] THE WITNESS: I don't know.  
[8] BY MS. SHUMATE:  
[9] Q You can answer the question.  
[10] A I don't know.  
[11] Q I mean, do you normally get releases and  
[12] send them off to the doctor?  
[13] A Typically doctors outside of workers' comp  
[14] do not release information to us without a release.  
[15] Q Sure. And that's what you would think is  
[16] normal?  
[17] A Yes.  
[18] Q They won't do it without a written release?  
[19] A Correct.  
[20] Q And if you obtained such a release for  
[21] Mr. Sasser, would you have specifically told him that  
[22] he was to talk to his cardiologist or to write or  
[23] respond with non-workers' comp doctors?  
[24] A Yes.  
[25] Q And is it your understanding that release

[1] Q Did you have any indication from his medical  
[2] records that a doctor was not monitoring his  
[3] medications to look -- I mean, that's their job, am I  
[4] correct, to look for contraindications on medications;  
[5] that's their job?  
[6] A Okay.  
[7] Q Am I right?  
[8] A Is that a question?  
[9] Q Yeah. Isn't it their job to do that?  
[10] A Sure, sure.  
[11] Q But you felt it necessary for yourself to  
[12] point out to a doctor, this patient is taking all this  
[13] medication that I as a claim's adjustor might be  
[14] concerned is contraindicated, so I need that doctor  
[15] who's not a work comp doctor to give me an answer to  
[16] that? Am I right about what you're doing there?  
[17] A I'm trying to remember exactly why so that I  
[18] can answer this correctly. Part of the problem was  
[19] Mr. Sasser didn't know what some of the drugs were  
[20] for, so we were trying to find out.  
[21] Because he was claiming that some of those  
[22] drugs like Plavix were for his legs, for clotting  
[23] which was caused by his bad back.  
[24] So I needed a medical clarification. And I  
[25] couldn't get the other doctors to respond to anything.



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[1] I had asked Dr. McGahan and Dr. Marsella questions and  
[2] I never got responses.

[3] Q You asked both of the doctors about Plavix,  
[4] not just one?

[5] A No, not -- well, one of them. I don't know  
[6] which one it was.

[7] Q Did you ever ask Dr. Marsella about any of  
[8] these medications being contraindicated or anything  
[9] prior to you contacting the cardiologist?

[10] A I don't recall specifically.

[11] Q If in fact you wrote Dr. McGahan and got no  
[12] response, would you have thought to contact the other  
[13] treating physician who is monitoring medication and  
[14] things of that nature, to ask them first?

[15] A If he was one of the prescribing, yes, I  
[16] would.

[17] Q Well, Dr. McGahan might not have been  
[18] prescribing it either. I mean, it could have been  
[19] prescribed by his cardiologist.

[20] A No, I'm just saying, I would have --  
[21] whatever doctor is prescribing something, I would have  
[22] tried to get him to answer the question.

[23] Q And did you provide to that cardiologist  
[24] any information regarding Mr. Sasser's other medical  
[25] conditions?

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[1] A I don't recall, other than telling him that  
[2] we're the carrier for a back injury.

[3] Q Would there have been any reason for you to  
[4] have done that?

[5] A I don't understand your question.

[6] Q I mean, is there anything about Mr. Sasser's  
[7] case that you can remember that would have made you  
[8] feel the need to tell Dr. -- the cardiologist, excuse  
[9] me, about any other medical conditions other than the  
[10] specific medications you were asking about?

[11] A I don't know how to answer that question.  
[12] I'm not -- I don't know.

[13] Q Was there any reason, to your knowledge, why  
[14] you would need to discuss with the cardiologist any  
[15] medical conditions Mr. Sasser had other than the need  
[16] for this medical treatment -- or excuse me, the  
[17] medications and whether they are workers' comp  
[18] related, whether they're related to his back?

[19] Would there have been any reason to discuss  
[20] anything other than he's taking these medicines, the  
[21] pharmacy is billing them for us, we're treating him  
[22] for a back problem, is this medicine related to his  
[23] back problem?

[24] A Any other reason than what you described?

[25] Q Sure. Any other reason?

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[1] A No.

[2] Q So if you had conversations or had  
[3] information given to them, if you gave them  
[4] information beyond that we're being asked to pay this,  
[5] is this bill related to his back, do you have any  
[6] understanding as to why you would have done that if,  
[7] in fact, you did do that?

[8] A Other than attempts to investigate all  
[9] realms, no.

[10] Q What realms?

[11] A Well, just trying to get a handle on the  
[12] whole case. This man had a list of about 20 drugs and  
[13] I just needed to get a clear picture of what they were  
[14] for.

[15] Q And are those -- why don't just you tell me  
[16] what you mean by investigate all realms. I mean, I  
[17] want to know what you mean by that.

[18] A Well, part of an adjustor's job is to look  
[19] at as -- get as much of the medical picture of a  
[20] patient that they can to know -- to understand the  
[21] case. And he had a lot of pain medications.

[22] Normally you see a patient on Oxycontin or  
[23] Percocet or Darvocet. You rarely see them on all of  
[24] them. So that's a red flag to an adjustor. That  
[25] would say to an adjustor, huh, maybe he's getting

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[1] drugs for more than one person.

[2] And the pharmacist seemed to, you know, have  
[3] all the doctors' names intermingled and he had one of  
[4] these doctors prescribing the Plavix. And I don't  
[5] know if that was an error or he just got it while he  
[6] was in the office or what. But just because that  
[7] doctor prescribed it doesn't mean that we have to  
[8] cover it.

[9] Q Well, I totally understand that.

[10] A So that would be why we would start  
[11] inquiring.

[12] Q So were you inquiring in Mr. Sasser's case  
[13] because you felt he was drug seeking and getting pain  
[14] medication in an in appropriate way or were you  
[15] inquiring specifically to determine simply if these  
[16] particular prescriptions, regardless of who they came  
[17] from or the purpose, were related to his back injury?

[18] A Both.

[19] Q Why would you be doing either? Let me ask  
[20] this. Strike that.

[21] Were you -- did you ever speak to anyone  
[22] from Dr. Marsella's office about this case and about  
[23] that issue in particular?

[24] A I don't recall.

[25] Q What is your understanding of Dr. Marsella's

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[1] role in this case from Mr. Sasser back then?  
[2] **A** If I remember correctly, he was pain  
[3] management.  
[4] **Q** And do you know whether he was prescribing  
[5] medication for him?  
[6] **A** I believe he was.  
[7] **Q** Do you know whether he was providing  
[8] treatments, shots, epidurals, things of that nature  
[9] also for Mr. Sasser?  
[10] **A** I know he was getting injections  
[11] occasionally. I forget which of the two doctors were  
[12] doing that.  
[13] **Q** Did you ever write Dr. Marsella and say,  
[14] he's taking a lot of pain medicine, you're giving him  
[15] this, this doctor is giving him that, that doctor is  
[16] giving him that, I'd like to make sure you're aware of  
[17] that as his treating physician? Did you ever do that  
[18] with Dr. Marsella?  
[19] **A** I don't recall if we did it before we did  
[20] the first, what we call, record review with Dr. Cabot.  
[21] But then when we did do the peer review with  
[22] Dr. Cabot, we submitted his results to both doctors  
[23] and asked for their comments.  
[24] **Q** And did you receive any comments from either  
[25] doctor?

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[1] **A** Not that I recall.  
[2] **Q** And when was that?  
[3] **A** 2003, I believe.  
[4] **Q** And did you ever have a conversation or any  
[5] correspondence with Dr. Marsella where you  
[6] specifically asked is he overmedicated, is there -- I  
[7] mean, I'm assuming you're also concerned for  
[8] Mr. Sasser?  
[9] **A** Sure.  
[10] **Q** I mean, your company is somewhat managing  
[11] his treatment. I mean, I'm sure you're concerned  
[12] whether he's being given things, if you're also  
[13] indicating he doesn't really understand what they're  
[14] all for, if he's being treated correctly, am I right?  
[15] You're looking out for him, too?  
[16] **A** Sure.  
[17] **Q** Sure. And in your efforts to look out for  
[18] him, did you contact Dr. Marsella and inquire as to  
[19] whether he was on top of the medicines enough to know,  
[20] look, he's getting what he needs or he's not getting  
[21] what he needs or he's getting too much of something?  
[22] **A** I can't recall specifically.  
[23] **Q** You recall specifically contacting the  
[24] cardiologist, but you cannot recall specifically  
[25] whether you contacted his treating physician?

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[1] **A** Because -- yes.  
[2] **MR. KNOTT:** Object to the form.  
[3] **BY MS. SHUMATE:**  
[4] **Q** Go ahead and answer.  
[5] **A** First of all, I don't contact too many  
[6] cardiologists. That's why it stuck out in my mind.  
[7] In my business I never have to talk to cardiologists,  
[8] so that one was unusual.  
[9] Secondly, because again, Dr. McGahan and  
[10] Dr. Marsella, I wasn't sure which one was doing what.  
[11] I just know he was seeing both of them. And I did try  
[12] to communicate with his doctor and I don't recall ever  
[13] getting responses from them.  
[14] **Q** Were you reviewing Dr. -- let me ask this.  
[15] Were you receiving reports from Dr. Marsella, records,  
[16] updates, things as his treatment was progressing?  
[17] **A** Yes.  
[18] **Q** Did you sit down and look at them?  
[19] **A** Yes.  
[20] **Q** So if you sat and looked at his records from  
[21] Dr. Marsella, is it fair to say you would have known  
[22] Dr. Marsella was or was not giving him injections, was  
[23] or was not giving --  
[24] **A** Yes.  
[25] **Q** -- him medication?

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[1] **A** Yes. And that's why I say I don't recall.  
[2] **Q** You don't know now?  
[3] **A** I didn't know then, yeah.  
[4] **Q** But you don't recall now whether  
[5] Dr. Marsella was prescribing medication or --  
[6] **A** Correct.  
[7] **Q** -- whether you ever contacted Dr. Marsella  
[8] about it, specifically this medication issue?  
[9] **A** Correct.  
[10] **Q** If Dr. Marsella, in fact, said, yeah, I'm  
[11] monitoring him, I'm actually taking samples and I'm  
[12] making sure he's not overmedicating, would that have  
[13] put your mind at ease about that issue?  
[14] **A** Perhaps.  
[15] **Q** Perhaps. Why would it perhaps not have put  
[16] your mind at ease?  
[17] **A** Because some doctors are not very  
[18] forthcoming to claim adjustors.  
[19] **Q** Well, let's talk about that. Do you have  
[20] a history with Dr. Marsella?  
[21] **A** No.  
[22] **Q** Dr. John Marsella in Dothan, Alabama?  
[23] **A** No.  
[24] **Q** Do you know whether he's board certified?  
[25] **A** I don't know his credentials.

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[1] Q You don't anything about his credentials?  
[2] A No.  
[3] Q Do you know anything about his practice  
[4] there?  
[5] A No.  
[6] Q Is it something that you have in the  
[7] forefront of your mind, whenever you're dealing with a  
[8] workers' comp doctor, that maybe they aren't  
[9] forthcoming?  
[10] A No, not on a regular basis.  
[11] Q So why in this case -- was there anything in  
[12] this particular case that made you think, I might not  
[13] can trust Dr. Marsella's assessment, so let me go  
[14] outside of his treating doctors and ask questions?  
[15] A The fact that -- well, because when  
[16] Mr. Sasser talked to me about his doctors, the  
[17] conversations, the personal things Mr. Sasser seemed  
[18] to know about these doctors, such as his whereabouts  
[19] tax information, this kind of thing, he seemed to know  
[20] these doctors and he had a long history with them.  
[21] So they obviously knew him pretty well. He  
[22] had been treating with them for quite some time. An  
[23] insurance adjustor comes in asking questions and the  
[24] doctors are not always very friendly with us and say,  
[25] sure, what do you want to know.

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[1] Q Well, I mean, you're paying their bill and  
[2] they send you regular reports?  
[3] A Usually.  
[4] Q Was there anything about Dr. Marsella's  
[5] reports, specifically his reports that raised a red  
[6] flag for you, his reports?  
[7] A I don't recall specifically.  
[8] Q And you are still, I mean, I guess to this  
[9] day not sure if Dr. McGahan is the one who moved or  
[10] had IRS issues or whether it was Marsella?  
[11] A Right.  
[12] Q Well, I'm going to represent to you today  
[13] that it's not Dr. Marsella. He's in the same spot.  
[14] He's been in the same spot. He's been treating --  
[15] A Okay. And he is the pain management?  
[16] Q He's a board certified anesthesiologist pain  
[17] management specialist, yes.  
[18] A Okay.  
[19] Q If in fact, I tell you today that he says we  
[20] monitored him, that's part of my job is to monitor my  
[21] patients to see if they are undermedicating, which  
[22] might indicate they're selling their medication --  
[23] A Correct.  
[24] Q -- I want to make sure they got the correct  
[25] pain medicine or there is too much of that medicine in

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[1] their system so they're getting extra from someplace  
[2] else, would that be something you think a responsible  
[3] pain management doctor would do?  
[4] A I'm sorry, would what be something I  
[5] think --  
[6] Q Monitor their patients?  
[7] A Oh, yes, absolutely.  
[8] Q To see if they're undertaking it --  
[9] A Absolutely.  
[10] Q -- or overtaking it?  
[11] A Absolutely.  
[12] Q And if he says, in fact, with Mr. Sasser  
[13] they did that on a regular basis and there was never  
[14] an indication that he was under or overmedicated,  
[15] would that change your opinion today as to whether  
[16] Mr. Sasser was, in fact, doing something or was given  
[17] inappropriate medications back then?  
[18] MR. KNOTT: Object to the form.  
[19] THE WITNESS: It would help. I don't know  
[20] that it would change what I did.  
[21] BY MS. SHUMATE:  
[22] Q I was going to ask you that next. Do you  
[23] think it would have helped back then to have known  
[24] that?  
[25] A No.

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[1] Q Why not? Why would that not matter to you?  
[2] A Because the issue was not abuse of drugs. I  
[3] didn't think Mr. Sasser was selling drugs. I knew he  
[4] was taking a lot of drugs. It was obvious by the  
[5] bills. I mean, we could see what they were. Granted,  
[6] that is the doctor's decision.  
[7] My question was how do all these heavy  
[8] narcotics relate to a lumbar strain from 1995. That  
[9] was my question and motivation the entire time.  
[10] Q But do you have any recollection whatsoever  
[11] of asking his treating physician Dr. Marsella that  
[12] question? Did you ever write him and ask him?  
[13] A My recollection is that I got no response  
[14] from his doctors when I called, when I asked them  
[15] those questions.  
[16] Q Either one of them?  
[17] A No.  
[18] Q So is it your recollection of having  
[19] contacted both of them and got no response from both  
[20] of them; is that your testimony?  
[21] A To my recollection, yes.  
[22] Q And only after you got no response from them  
[23] did you institute a record review with Dr. Cabot?  
[24] A No, I think I instituted that before or  
[25] during the whole process.

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[1] Q Why would you go to a record review or a  
[2] peer review before asking that question of his  
[3] treating physicians?  
[4] A Well, I don't recall the chronological  
[5] events, but we sometimes do like to get just another  
[6] opinion and that's all we were doing with Dr. Cabot.  
[7] Q Well, what was the opinion you were asking  
[8] Dr. Cabot, specifically why Mr. Sasser -- I'm sure you  
[9] have dozens of cases.  
[10] Specifically, why Mr. Sasser did you say I  
[11] want a doctor to look at this and I want this specific  
[12] question answered?  
[13] A Because the man's diagnosis was a lumbar  
[14] strain, low back pain. And I've never in my  
[15] experience known someone to be on that many heavy  
[16] narcotics for that kind of diagnosis.  
[17] Q And your experience being --  
[18] A In that many years.  
[19] Q - that as an adjustor for --  
[20] A Yes.  
[21] Q -- an insurance company?  
[22] A Yes.  
[23] Q Not as a physician or a nurse or any --  
[24] A Correct.  
[25] Q -- medically trained individual?

[1] Q So he's an orthopedic doctor who has a  
[2] practice in Atlanta?  
[3] A Oh, this is William Cabot.  
[4] Q Cabot.  
[5] A I did not check his credentials. I let  
[6] Ellen send that referral off. I don't know what she  
[7] did.  
[8] Q And do you specifically know if -- do you  
[9] know if specific questions were asked of Dr. Cabot?  
[10] A Yes.  
[11] Q Can you tell me what is your understanding  
[12] he was asked to do for Ryder?  
[13] A To the best of my recollection, he was asked  
[14] to review the medical records and render his opinion  
[15] on the appropriateness of the current treatment as it  
[16] relates to the worker's injury from 1995.  
[17] Q What records were sent to him?  
[18] A There should have been every medical record  
[19] that was in our file through that date that we sent it  
[20] to him.  
[21] Q Do you know if that occurred, if there was,  
[22] in fact, every medical record?  
[23] A I have no reason to think that it was not.  
[24] Q So that would be your standard of practice?  
[25] A Yes.

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[1] A Correct.  
[2] Q Did you ask -- did you, yourself, choose  
[3] Dr. Cabot or was that done through Ms. Seimbolt or  
[4] through Ryder? I mean, how is that handled?  
[5] A I think Ms. Seimbolt actually had a rapport  
[6] with Dr. Cabot doing record reviews, and I think she  
[7] recommended him.  
[8] Q Do you know if Dr. Cabot was a physician who  
[9] has a practice where he sees patients?  
[10] A Yes, he was.  
[11] Q Did he also have a company that where he did  
[12] reviews for Ryder and other insurance companies?  
[13] A I believe he did.  
[14] Q Do you know how much of his time was devoted  
[15] to patient care versus insurance company work?  
[16] A No.  
[17] Q Did you -- would that matter to you?  
[18] A Yes. I would want to know that he had seen  
[19] patients in the recent past. I would not want a  
[20] review by a doctor that was 20 years out of touch.  
[21] Q Well, what did you do specifically to find  
[22] out about Dr. Cabot in that respect?  
[23] A Well, I had been doing claims for a while  
[24] and I recognized his name as an orthopedic in the  
[25] Atlanta area.

[1] Q Do y'all set aside a copy of what you send  
[2] to a doctor so that can be answered later, like we  
[3] copied them, here's specifically the packet that we  
[4] sent to him, here is a copy of what we mailed so we  
[5] can -- we don't just say we know we copied all of  
[6] that, you actually say here is the copy, a duplicate  
[7] of what we mailed him?  
[8] A Not in every case, no.  
[9] Q Not what?  
[10] A Not in every case, no.  
[11] Q Do you in some cases?  
[12] A Yes.  
[13] Q Why?  
[14] A Well, I'm a little more anal than some of my  
[15] coworkers and I would mark them just so I knew what I  
[16] sent. I would put a check mark on them. But not  
[17] everyone does that and I don't know that Ellen did  
[18] that.  
[19] Q Do you know if she asked Dr. Cabot whether  
[20] this man ever got hurt on the job?  
[21] A No, I don't know that.  
[22] Q Would that be important to you to ask that  
[23] question?  
[24] A No.  
[25] Q Tell me why.



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[25] questions if I'm looking for something specific in the

[23] **Q** Let's talk about the utilization review  
[24] process in Alabama. What is your understanding of the  
[25] company's rights and obligations under that process,

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been asked that question by the judge and the doctor says yes and he's going to have ongoing treatment and he's going to need ongoing treatment for years down the road, is it your job as the adjustor to try to get a different opinion as to whether that's correct or

...or peer

[25] A Yes.



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[1] Q So those would also be in that file, I'm  
[2] assuming, at Ryder?  
[3] A Yes.  
[4] Q What is your understanding of the type of  
[5] doctor you're supposed to choose in these cases, any  
[6] kind of case in a workers' comp if you're going to do  
[7] a utilization review?  
[8] A That he's certified in Alabama.  
[9] Q As what, just a doctor?  
[10] A I believe he has to be a specialist of the  
[11] same type of doctor that he's treating with, like with  
[12] pain management, orthopedics.  
[13] Q Sure. So what specialty is Dr. McGahan?  
[14] A I don't recall. I don't know.  
[15] Q What specialty was Dr. Marsella?  
[16] A Anesthesiology, pain.  
[17] Q And what specialist was Dr. Cabot?  
[18] A Pain management. But now, Dr. Cabot's was  
[19] not done as a utilization review.  
[20] Q What was his done as?  
[21] A His was just a record review, peer review.  
[22] Q Just a record review?  
[23] A Right. We did that to submit to his doctors  
[24] for their opinion and such.  
[25] Q If the record reviewing physician indicated

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[1] treatment was necessary, would you stop with the  
[2] process there or would you get a different opinion  
[3] from a different doctor that Ryder wanted to hire?  
[4] MR. KNOTT: Object to the form.  
[5] THE WITNESS: I don't know.  
[6] BY MS. SHUMATE:  
[7] Q You can answer.  
[8] A I don't know.  
[9] Q Are there occasions when you, as an adjustor  
[10] with Ryder, would get an opinion from either a record  
[11] review physician or a peer review physician and it  
[12] would be favorable to the claimant and you got a  
[13] second opinion or a third opinion from a different  
[14] doctor? Were there occasions when that occurred?  
[15] A I would have to say yes.  
[16] Q Do you know if that happened in Mr. Sasser's  
[17] case? Was there anybody else other than Dr. Cabot,  
[18] Dr. Wilson -- let me see if there's another one.  
[19] Well, I have those two in particular.  
[20] Were there any other doctors other than  
[21] those two that were used in Mr. Sasser's case?  
[22] A There were three that were done. The first  
[23] one was the record review by Dr. Cabot. The second  
[24] one was done when -- I sent it to IntraCorp who is our  
[25] vendor. And I said I need a utilization review per

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[1] the Alabama guidelines.  
[2] But I did not know that they did not know  
[3] that I meant the specific statute guidelines, which is  
[4] why we did a third one. And I don't recall which --  
[5] if that was Wilson or who the other one was. That's  
[6] why we did the third one.  
[7] Q What was wrong with the second one again?  
[8] A The doctor was out of Texas and not -- and  
[9] it did not go by a specific Alabama utilization review  
[10] guidelines.  
[11] Q And the third one was who?  
[12] A I don't recall who actually did it, but we  
[13] told IntraCorp, here is a copy of the Alabama  
[14] guidelines and you have to follow these and it has to  
[15] be certified in the state of Alabama.  
[16] Q And so you outsourced that job to find a  
[17] peer review physician to IntraCorp?  
[18] A That's what IntraCorp does, yes.  
[19] Q Does IntraCorp work for other companies  
[20] besides Ryder?  
[21] A Yes.  
[22] Q Did you take it upon yourself to find out  
[23] the qualifications of the third peer review physician  
[24] that they chose?  
[25] A Beyond clarifying that he was a specialist

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[1] or certified in Alabama, no.  
[2] Q At what point did you decide Mr. Sasser  
[3] should no longer receive workers' comp medical  
[4] treatment through Ryder?  
[5] A The first time was the first review.  
[6] Q Which was when?  
[7] A 2004, I think.  
[8] Q And so that's the first time you made the  
[9] decision as an adjustor that he should not receive any  
[10] more treatment, period?  
[11] A Yes.  
[12] MR. KNOTT: This seems like a good time to  
[13] take a first break. It seems like we're about to  
[14] move into, you know -- is that all right with  
[15] you?  
[16] MS. SHUMATE: If you want a break, that's  
[17] fine with me.  
[18] MR. KNOTT: Yeah, I'd like a break. It  
[19] seems like we're about to sort of shift into a  
[20] different gear.  
[21] MS. SHUMATE: Okay.  
[22] (Whereupon, there was a recess from 12:15  
[23] p.m. to 12:25 p.m.)  
[24] BY MS. SHUMATE:  
[25] Q Your attorney had provided to me documents

Margaret Lloyd  
September 14, 2007

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[1] about the peer review, specifically the Dr. Cabot  
[2] review, which was done in May of '02, a doctor -- an  
[3] IntraCorp workers' comp physician advisory review in  
[4] March of '03 signed by Dr. Terrence Wilson. And he's  
[5] the Texas medical doctor, I think, that you talked  
[6] about?

[7] A I believe so.

[8] Q And is it your understanding he would be  
[9] appropriate to do a peer review in Alabama?

[10] MR. KNOTT: Object to the form.

[11] BY MS. SHUMATE:

[12] Q Well, let me ask you this. Was there a  
[13] problem with Dr. Terrence's first review, his March of  
[14] '03 peer review? You said you had a problem with  
[15] that.

[16] A If that's the first one, yes.

[17] Q Well, that's the one I have that's March of  
[18] '03.

[19] A So the first one that was done, which I  
[20] believe was going to be the peer utilization review  
[21] was not.

[22] Q What was --

[23] A The person's credentials were not specific  
[24] to Alabama.

[25] Q And now I have one that was done in May of

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[1] final peer review said that made you cut him off from  
[2] treatment?

[3] A They just didn't find the current treatment  
[4] related to the diagnosis from 1995.

[5] Q And again, would you have sent to IntraCorp  
[6] everything that was in Ryder's file regarding his  
[7] medicals?

[8] A Yes.

[9] Q Everything from Dr. McGahan, everything from  
[10] Dr. Marsella, everything from Dr. Janush, any other  
[11] doctors who had treated him?

[12] A Yes.

[13] Q And of course, all MRIs, x-rays, tests and  
[14] results?

[15] A Yes.

[16] Q And the only purpose for that was to  
[17] determine if the treatment being rendered by  
[18] Dr. Marsella, because he was his only treating  
[19] physician at that point?

[20] I think we all know that because Dr. McGahan  
[21] left, so he was seeing Dr. Marsella. So whether  
[22] Dr. Marsella's specific treatment that he was giving  
[23] on a regular basis was related to the original injury?

[24] A Yes.

[25] Q Do you know if Dr. Marsella was ever asked

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[1] '04. Is that the third one you understand?

[2] A Yes.

[3] Q And is that the one you used then to cut off  
[4] Mr. Sasser's treatment?

[5] A Yes.

[6] Q Because I believe beginning May of '04, you  
[7] started asking for things to be precertified; correct?

[8] A After the last one, yes.

[9] Q So I'm just trying to make sure we know  
[10] which one we're talking about. The May that was  
[11] received from IntraCorp, May 24th, '04 would have been  
[12] the third and final one, in your understanding?

[13] A Yes.

[14] Q You never did another one after that?

[15] A No.

[16] Q Was there any between the March of '03 one  
[17] and the May of '04 one, that you're aware of?

[18] A Not that I recall.

[19] Q Again, would IntraCorp have gotten that  
[20] doctor who did the final one and worried about his  
[21] credentials under Alabama statutes?

[22] A You mean versus me doing that?

[23] Q Yes.

[24] A Yes.

[25] Q What is your understanding of what that

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[1] that question?

[2] A I believe that he was, yes.

[3] Q You don't know what his opinion was when he  
[4] was asked?

[5] A He believed that it was.

[6] Q Was he asked back then to give any kind of  
[7] written justification for that?

[8] A Back when?

[9] Q Back when you cut him off, back when you cut  
[10] Mr. Sasser off?

[11] A Dr. Marsella's office was notified by me  
[12] that, you know, here is a copy of the review per the  
[13] statute, any further treatment needs to be  
[14] precertified.

[15] Q And did he do anything to precertify?

[16] A Not to my knowledge.

[17] Q Did he ever send in a request for treatment?

[18] A Not to my knowledge.

[19] Q And if he had, would it have been cut off?

[20] MR. KNOTT: Object to the form.

[21] THE WITNESS: If he had, it would have been  
[22] precertified and denied.

[23] BY MS. SHUMATE:

[24] Q And you know it would have been denied?

[25] A Yes.

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[1] Q Why do you know it would have been denied?  
[2] A Because they would have referred to the peer  
[3] review.

[4] Q So the peer review was the final thing,  
[5] basically?

[6] A Basically, yeah.

[7] Q So even if Dr. Marsella had requested 20  
[8] more times for precertification for epidurals or  
[9] trigger points or Oxycontin, they would have all been  
[10] denied because of peer review?

[11] A Unless he appealed it per the procedure.  
[12] That was the next step after precert.

[13] Q And do you know if Mr. Sasser knew anything  
[14] about an appeal or would that be the doctors  
[15] appealing?

[16] A The way I explained it to Mr. Sasser was  
[17] that the doctor would have to appeal it.

[18] Q So this is something Mr. Sasser could not --  
[19] I mean, he's the one who is hurt, he's the one who has  
[20] pain, he's the one that needs the treatment, that he  
[21] can do nothing to get his treatment unless his doctor  
[22] acts; is that correct?

[23] MR. KNOTT: Object to the form.

[24] THE WITNESS: That's my understanding.

[25] MR. KNOTT: Go ahead.

[1] treatment is not directly related to the Ryder injury,  
[2] therefore, we are not going to precertify it. And if  
[3] they don't precertify it, I deny it. I deny  
[4] authorization.

[5] Q Okay. So someone else looks at the 2004  
[6] report from a doctor hired through a third-party  
[7] source to review records and they look at his report  
[8] and say, well, based on what he said, no, this  
[9] treatment, no matter what the request pretty much is  
[10] not ever going to be paid for?

[11] MR. KNOTT: Object to the form.

[12] BY MS. SHUMATE:

[13] Q And then based on that precertification  
[14] telling you no, you denied authorization?

[15] MR. KNOTT: Object to the form.

[16] BY MS. SHUMATE:

[17] Q Am I correct?

[18] A No.

[19] Q What am I wrong about? Please correct me.

[20] A The precert process only -- the outside  
[21] source precert process only determines if this  
[22] procedure is appropriate for the given compensable  
[23] injury.

[24] Q Okay.

[25] A Okay. They notify the doctor and me. We've

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[1] THE WITNESS: That's my understanding of the  
[2] statute, yes.

[3] BY MS. SHUMATE:

[4] Q And he can proceed to file a lawsuit?

[5] A Sure.

[6] Q That's also under the same statute; correct?

[7] A Sure.

[8] Q If he disagrees, he can file a lawsuit,  
[9] which he's done that?

[10] A (Witness nods head affirmatively.)

[11] Q So I want to make sure I understand that.  
[12] It's not that you need to get precertification so we  
[13] can make sure each individual medication or trigger  
[14] point injection or epidural is causally connected, you  
[15] already had determined as of that when you received  
[16] that May of '04 review, that there was never going to  
[17] be another precertification that was approved unless  
[18] someone appealed or sued Ryder?

[19] A I had not determined it. I had assumed it.

[20] Q Who would make the decision as to whether  
[21] the precertifications would be denied in the future?

[22] A Well, when the doctor would call in for  
[23] precertification of a procedure, the precert process  
[24] would have referred -- would have seen the utilization  
[25] review and said now it's been determined that this

[1] determined that this is not appropriate for your  
[2] compensable injury.

[3] I'm the one that has to say, I'm not going  
[4] to authorize it and I am basing that on the precert  
[5] process.

[6] Q Now, if the precert process on any case that  
[7] you had, because I'm sure you did them on other cases,  
[8] not just Mr. Sasser, am I correct?

[9] A Yes.

[10] Q If the precert process came back, no, we  
[11] don't think it should be precertified, have you ever  
[12] overridden that and authorized treatment while working  
[13] for Ryder?

[14] A I don't recall.

[15] Q You don't recall ever having done it or just  
[16] don't --

[17] A I don't recall that I specifically did it  
[18] working at Ryder. I know that it has been done.

[19] Q But there was nothing about Mr. Sasser's  
[20] case that would make you override a precert on, let's  
[21] say, a lumbar -- specifically a lumbar injection or a  
[22] lumbar issue; not a cardiac medication, not Plavix,  
[23] but a specific lumbar injection or something on that  
[24] you would have denied anyway?

[25] A Yes.

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[1] Q And at the point in 2004 -- when I say cut  
[2] him off, I mean, did you use that term, cut him off?  
[3] Have you ever used that term when you're dealing with  
[4] workers' comp clients, claimants?

[5] A Not for medication, no. We typically would  
[6] say something like, we're no longer going to authorize  
[7] your medication.

[8] Q If in fact, you wrote that he was cut off  
[9] effective -- let me see how we wrote it. No further  
[10] action was ever requested and decision was not  
[11] appealed, therefore, Mr. Sasser's med

[12] treatment/coverage under workers' compensation was  
[13] denied effective June 17th, 2004 and continuing.

[14] What do you mean his workers' compensation,  
[15] his med treatment/coverage under workers' compensation  
[16] was denied, what do you mean by that?

[17] A That his workers' compensation claim was no  
[18] longer going to pay for the bills.

[19] Q For anything to do with -- anything to do  
[20] with his low back, period?

[21] A Correct.

[22] Q And at the time you wrote that in 8 of 2005,  
[23] you understood there was an order from Judge Smithhart  
[24] in Barbour County saying you will pay for his back  
[25] injury and you will pay what Dr. McGahan says is

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[1] And I referred to the first suit. You know, we had  
[2] settled, we had lost.

[3] We had lost, so we had to pay this man's  
[4] future medical as it relates to this injury, medically  
[5] reasonable, blah, blah, blah. At that point I did not  
[6] know that there was a second lawsuit until all this  
[7] came out.

[8] Q So when you were talking to Sally Thames,  
[9] you didn't know that information?

[10] A No.

[11] Q And whatever information you gave to Sally  
[12] Thames at the ombudsman's office would not have  
[13] included any reference to Judge Smithhart's order that  
[14] you were to pay whatever Dr. McGahan says is related?

[15] A Correct.

[16] Q Do you understand Dr. Marsella has said that  
[17] the treatment he offered -- or excuse me, that he was  
[18] rendering for Mr. Sasser was related to the injury  
[19] Dr. McGahan sent him there for?

[20] A Yes, I understand that.

[21] Q And that was only back injury --

[22] A Yes.

[23] Q -- was all he was being treated for?

[24] A (Witness nods head affirmatively.)

[25] Q And that Ryder had authorized Dr. Marsella

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[1] related?

[2] MR. KNOTT: Object to the form.

[3] BY MR. SHUMATE:

[4] Q Do you understand there was such an order?

[5] MR. KNOTT: Object to the form.

[6] THE WITNESS: I understand there was such an  
[7] order, yes.

[8] BY MS. SHUMATE:

[9] Q Did you understand it at the time you cut  
[10] him off in June of 2004?

[11] A No.

[12] Q When did you learn that there was such an  
[13] order?

[14] A When I found out about your lawsuit.

[15] Q Would it have made any difference to you in  
[16] June of 2004 whether Dr. -- whether Judge Smithhart  
[17] ordered you to pay whatever Dr. McGahan said was  
[18] related, would that have mattered to you?

[19] A I don't believe so. My questions may have  
[20] been different, but I would have still taken the steps  
[21] that I took.

[22] Q Well, tell me what questions would have  
[23] changed, what questions would have been different.

[24] A Well, just when I talked to Sally Thames,  
[25] I went through the process of the utilization review.

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[1] to treat him with those procedures with that  
[2] medication for years before you made the decision in  
[3] June of '04 to cut him off?

[4] MR. KNOTT: Object to the form.

[5] BY MS. SHUMATE:

[6] Q Do you know that?

[7] A Yes.

[8] Q What did you tell Sally Thames about the  
[9] case when you went through the process?

[10] A To the best of my recollection, I told her  
[11] that we had a settled claim that we were told to  
[12] pay medically reasonable necessary, medical as it  
[13] related to a 1995 injury, that I had done a record  
[14] review and then I had done a utilization review, but  
[15] it was done incorrectly. It was not done by the  
[16] statute.

[17] So we needed to clarify the process and I  
[18] needed to do it over again. And she went through the  
[19] process with me about the appealing and the precerting  
[20] and everything.

[21] Q So it was your understanding that precert  
[22] was the next step, we've done a utilization review,  
[23] the next step is to have everything precertified from  
[24] now on?

[25] A Correct.



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[1] Q But you also understood at that very moment  
[2] that every precertification was going to be denied?  
[3] MR. KNOTT: Object to the form.  
[4] BY MS. SHUMATE:  
[5] Q Am I correct?  
[6] MR. KNOTT: Object to the form.  
[7] BY MS. SHUMATE:  
[8] Q You knew when you cut him off in June that  
[9] every precertification, unless it was appealed or sued  
[10] was going to be denied?  
[11] A But I talked to her before the second  
[12] utilization review was done.  
[13] Q Oh, okay. So she said you --  
[14] A So no, I didn't know that.  
[15] Q -- need to do a second one?  
[16] A Yes.  
[17] Q You need to comply with the law and if you  
[18] do that, then the next step would be ask for precert  
[19] and then he can appeal or whatever?  
[20] A Correct.  
[21] Q When you got him cut off, when you made the  
[22] decision -- I'm assuming you made the decision  
[23] June 17th, '04, since you said that was the date it  
[24] was effective and continuing, when you made that  
[25] decision June 17th, '04, was it your belief and

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[1] understanding that any precertification request for  
[2] treatment in the future was going to be denied?  
[3] A Yes.  
[4] Q So what's the purpose for precertification  
[5] if you've already cut him off?  
[6] A Because that's what the statute requires.  
[7] Q So it's not like, well, from now on before  
[8] you pay, you need to make sure your doctors make sure  
[9] it's there, that's just the step I've got to do  
[10] because I've already cut him off?  
[11] A I wouldn't word it that way.  
[12] Q Well, how would you word it? Tell me how --  
[13] what precertification has to do with it if you've  
[14] already made the decision it's never going to be  
[15] agreed unless he sues us or appeals?  
[16] MR. KNOTT: Object to the form.  
[17] THE WITNESS: He has to go through the  
[18] precert process because that's what the statute  
[19] requires once the utilization review has  
[20] been done.  
[21] So I had to go through the same process. I  
[22] mean, I was instructing them, just like I had  
[23] been instructed by Sally to go through the  
[24] process.  
[25] BY MS. SHUMATE:

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[1] Q What is the reason for precertification  
[2] after a peer review?  
[3] A I can't answer that.  
[4] Q Did you ask?  
[5] A No.  
[6] Q Was it your understanding from Sally Thames  
[7] that y'all could deny every precertification based on  
[8] that peer review?  
[9] A Well, we didn't talk about it like that  
[10] because at the time we didn't know what the results  
[11] were going to be.  
[12] Q Sure, sure. And after the -- on June 17th,  
[13] in fact, you wrote Dr. McGahan and Dr. Marsella and  
[14] the pharmacy and said, from now on you've got to get  
[15] everything precertified?  
[16] A Yes.  
[17] Q In your opinion, would that lead the doctors  
[18] and the patient into believing that treatment is not  
[19] cut off at that point, you've just got to go through  
[20] another step before we'll pay?  
[21] MR. KNOTT: Object to the form. Calls for  
[22] speculation.  
[23] BY MS. SHUMATE:  
[24] Q I can ask your opinion. Tell me.  
[25] A I don't know.

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[1] Q Well, let's read the letter and let's see  
[2] what we think, okay. Dear doctors and staff, and it  
[3] is to Dr. Wallace McGahan, Dr. John Marsella and Clio  
[4] Pharmacy, patient Johnny Sasser, Claim No. blah, blah.  
[5] Dear doctors and staff, as the adjustor for  
[6] this workers' compensation case I am hereby notifying  
[7] you that effective immediately, any and all medical  
[8] services, procedures and prescriptions to this patient  
[9] must go through the workers' compensation  
[10] precertification process as per the provisions of the  
[11] Alabama Department of Industrial Relations division of  
[12] Workers' Compensation.  
[13] You then give them the precertification  
[14] company, and please accept this as written  
[15] notification that any further treatment or  
[16] prescriptions which are not precertified prior to  
[17] completion will be denied. If you have any questions,  
[18] feel free to contact me, sincerely, Martye Lloyd,  
[19] Senior Claims Representative.  
[20] But I noticed while I was reading that your  
[21] attorney gave you a copy of that letter. Did I read  
[22] it correctly?  
[23] A Yes, you did.  
[24] Q Now, the paragraph that says any further  
[25] treatment or prescriptions which are not precertified



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[1] prior to that will be denied. Is that what it says?  
[2] **A** Uh-huh (affirmative).  
[3] **Q** The reality is, when you wrote that you  
[4] already knew they were going to be denied unless  
[5] somebody appealed or sued; correct?  
[6] **A** I had -- I assumed, yeah, that, yes.  
[7] **Q** And you're the one that would make that  
[8] decision because you're the one that makes the  
[9] authorizations?  
[10] **A** Well, but you're talking about precertifying  
[11] prior to completion. Yes, I knew if they went through  
[12] the precert process, the chances were very likely that  
[13] it would be noncertified.  
[14] **Q** So the chances are very likely it's not  
[15] going to be -- it's going to be denied if they go  
[16] through the process. And you've told them if you  
[17] don't go through the process, it's going to be denied.  
[18] So is it fair to say at the time you wrote  
[19] this letter, the decision had already been made that  
[20] it was highly unlikely Mr. Sasser would ever get  
[21] authorization from you for a treatment again --  
[22] **A** Yes.  
[23] **Q** -- unless he sued or unless he appealed or  
[24] unless his doctors appealed because he can't appeal;  
[25] correct?

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[1] **A** Yes.  
[2] **Q** So this letter is somewhat misleading, is it  
[3] not? I mean, you're saying unless you go through this  
[4] process, it's going to be denied.  
[5] But you already knew, even if you go through  
[6] the process it's going to be denied?  
[7] **A** No.  
[8] **MR. KNOTT:** Object to the form.  
[9] **THE WITNESS:** I did not know that, because I  
[10] was just telling them what the procedure is  
[11] supposed to say.  
[12] And if they went through the precert process  
[13] and the precert process said, yeah, that's okay,  
[14] I would have authorized it. I would have had to  
[15] authorize it or consider it.  
[16] **BY MS. SHUMATE:**  
[17] **Q** Yeah, but you knew that wasn't going to  
[18] happen. You were pretty confident given your years of  
[19] experience that wasn't going to happen, weren't you?  
[20] **MR. KNOTT:** Object. That has been asked and  
[21] answered.  
[22] **MS. SHUMATE:** Well, I can ask it again.  
[23] **BY MS. SHUMATE:**  
[24] **Q** Go ahead. Given your years of experience,  
[25] you've already admitted it was not likely that this

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[1] man was going to get anymore treatment; right?  
[2] **MR. KNOTT:** Object to the form.  
[3] **THE WITNESS:** Not likely. I will say not  
[4] likely. I wouldn't say for sure.  
[5] **BY MS. SHUMATE:**  
[6] **Q** Who wrote the letter of the note on the  
[7] right-hand side of that page that's inside that  
[8] circle?  
[9] **A** I did.  
[10] **Q** Is that your signature?  
[11] **A** Yes.  
[12] **Q** Why did you write that letter?  
[13] **A** I believe this is when I sent it to  
[14] Mr. Sasser, because he said he hadn't had a copy of  
[15] it.  
[16] **Q** So you're saying he was cut off or his  
[17] coverage and treatment was denied effective 6/17 on  
[18] that note?  
[19] **A** Yes.  
[20] **Q** And did you send that to -- was that note  
[21] for Mr. Sasser?  
[22] **A** Yes.  
[23] **Q** You wrote that on the side for Mr. Sasser?  
[24] **A** He said he didn't get it originally, yes.  
[25] **Q** So that note was for his purposes?

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[1] **A** I believe so. I may have copied the other  
[2] people, too.  
[3] **Q** Well, if his medical treatment/coverage  
[4] under workers' comp was denied effective 6/17, there  
[5] would be no reason for anyone to ever submit a precert  
[6] request; correct?  
[7] **MR. KNOTT:** Object to the form.  
[8] **THE WITNESS:** But you'll notice I didn't  
[9] write that for a year.  
[10] **BY MS. SHUMATE:**  
[11] **Q** But it was denied effective 6/17?  
[12] **A** Well, that's the date we were using  
[13] because -- at that point, because per the procedures  
[14] of the statute it says, you know, if they don't  
[15] appeal. I've never heard from another doctor after  
[16] this letter was written.  
[17] **Q** So no doctor ever sent in a request for  
[18] anymore treatment after this letter was written; is  
[19] that what you're saying?  
[20] **A** I think Dr. Marsella did. I can't recall.  
[21] **Q** So if he did, in fact, ask for  
[22] precertification for another procedure, then in fact,  
[23] there was precertification that was requested?  
[24] **A** Right.  
[25] **Q** So are you saying that you know for sure no

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[1] further action was ever requested or that further  
[2] action was requested, but was denied? Do you know  
[3] which the case is?

[4] A I know there was no appeal.

[5] Q There was no appeal, but that doesn't mean  
[6] there was no further requests.

[7] A I don't recall specifically.

[8] Q What did you mean by no further action (i.e.  
[9] precertification) was ever requested?

[10] A I don't -- at that point I did not have any  
[11] knowledge of a precert request since this letter was  
[12] written.

[13] Q Do you have any knowledge after that?

[14] A No.

[15] Q Do you know what medication Mr. Sasser was  
[16] taking on June 17th or in that time period of '04?

[17] A No. He had quite a list of them. I don't  
[18] recall specifically.

[19] Q Do you need to take that call?

[20] A No, I'm just going to turn it off.

[21] Q Are you aware that people who are taking  
[22] narcotic medication sometimes experience adverse  
[23] effects physically if they are cut off, as we say,  
[24] cold turkey?

[25] A Absolutely.

[1] Q That wouldn't be a smart thing for an  
[2] adjustor to say?

[3] A No.

[4] MR. KNOTT: Object to the form.

[5] THE WITNESS: We had conversations when I  
[6] first started talking to Mr. Sasser in the very  
[7] beginning about settling his claim.

[8] And he was aware of the fact that Medicare  
[9] would not cover his prescriptions at that time  
[10] and that's all he was taking, so he was  
[11] not interested in settlement.

[12] So I'm sure the conversation did have  
[13] something to do with the fact that the claim --  
[14] we were aware of the expenses of his drugs.

[15] BY MS. SHUMATE:

[16] Q Let me stop you right there and ask you a  
[17] question --

[18] A Okay.

[19] Q -- before I forget. Why would you discuss  
[20] settlement with him at that point? I'm assuming  
[21] settlement of his future medicals?

[22] A Yeah. Just to be able to close the claim.

[23] Q So Ryder wouldn't be responsible for  
[24] anything else, other than what they paid him for his  
[25] claim? You're going to pay him out, you're going to

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[1] Q Did you take that into consideration when  
[2] you denied any further treatment for Mr. Sasser?

[3] A Yes.

[4] Q What did you do to avoid that process in  
[5] him?

[6] A Nothing.

[7] Q Thank you. You read Mr. Sasser's  
[8] deposition; correct?

[9] A Part of it.

[10] Q Did you read the parts where he talked about  
[11] conversations he had with you?

[12] A Yes.

[13] Q You know he says something along the lines  
[14] of you told him you've cost us a lot of money over the  
[15] years and I'm going to do everything I can do to get  
[16] you cut off?

[17] A Yes, I read that.

[18] Q Is he lying?

[19] A I wouldn't call it lying. I think he  
[20] misinterpreted conversations.

[21] Q Why don't you tell me what you said that he  
[22] misinterpreted to be that statement.

[23] A Well, it's been a while, so I don't recall  
[24] exactly. But I would never tell a patient you cost us  
[25] a lot of money.

[1] buy him out of his future medicals?

[2] A If he was agreeable, yes.

[3] Q And he was not?

[4] A Correct.

[5] Q Is it your job at -- was it your job at  
[6] Ryder at that time to look out for Ryder?

[7] A Of course.

[8] Q Sure. Financially look out for Ryder?

[9] A Of course.

[10] Q Was it your job as the adjustor for that  
[11] company to see that Ryder paid as little as possible  
[12] on these claims?

[13] MR. KNOTT: Object to the form.

[14] You can answer.

[15] BY MS. SHUMATE:

[16] Q You can answer. There's nothing wrong with  
[17] that question.

[18] A Oh, I think there's a lot wrong with that  
[19] question.

[20] Q Tell me what you think is wrong with it.

[21] A Well, I mean, you're -- you know, that's  
[22] not -- I can't yes or no that question.

[23] Q Why?

[24] A Well, of course, it's my job to save Ryder  
[25] money.

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[1] Q Thank you. Okay, that sounds better than  
[2] saying pay as little as possible?  
[3] A Yes.  
[4] Q But it's the same thing? I mean, let's be  
[5] honest.  
[6] MR. KNOTT: Object.  
[7] THE WITNESS: Okay.  
[8] BY MS. SHUMATE:  
[9] Q We're grown-ups in here. It's the same  
[10] thing, isn't it?  
[11] A Okay. If that's the way you want to say it,  
[12] go ahead.  
[13] Q No, I'm asking you. Is it the same thing?  
[14] A Yeah, I guess it is.  
[15] Q And if there's a way that you can save them  
[16] money, you're going to do your job and save them  
[17] money?  
[18] A Within the law, yeah.  
[19] Q Within the law. So is that why you set  
[20] about on Mr. Sasser's claim, because he would not  
[21] settle his future medicals to start doing peer reviews  
[22] to get him cut off?  
[23] A No.  
[24] Q What point in time did you talk with him  
[25] about settlement?

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[1] A Periodically for the first few months that  
[2] I handled his claim.  
[3] Q So in the first few months beginning on his  
[4] claim, you started talking to him about settling, and  
[5] within the next few months -- you got on this case in  
[6] 2002, am I right?  
[7] A Uh-huh (affirmative).  
[8] Q Well, you did the first peer review in --  
[9] the first record review in 2002, did you not?  
[10] A Uh-huh (affirmative).  
[11] Q But they were totally unconnected? Your  
[12] request to settle was totally unconnected with your  
[13] beginning the peer review utilization process under  
[14] Alabama law as your way of getting him cut off?  
[15] A Yes.  
[16] Q Isn't that why, however, you did the peer  
[17] review, was to see how I can get this man off our  
[18] payroll?  
[19] A Yes.  
[20] Q Was there any pressure from Ryder superiors  
[21] to get him cut off placed on you? I mean, it's  
[22] understandable, you know that. Was there pressure  
[23] from your superiors to get him cut off?  
[24] A Not to cut him off, but to move the file  
[25] along, as the managers would term it, call that.

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[1] Q What do you interpret -- you worked with  
[2] him. What do you interpret move the file along means?  
[3] I mean, if he's got chronic pain you've got to face,  
[4] what does move along mean?  
[5] A Settle it or get him off of some of the  
[6] medication.  
[7] Q Because it was costing Ryder money to pay  
[8] for all of that?  
[9] A Yes, and because of addiction fears.  
[10] Q Do you know how much per year on average  
[11] Ryder spent on Mr. Sasser's treatment after the  
[12] settlement?  
[13] A No. I recall when I was handling it, he was  
[14] averaging about \$1,000 per month in prescriptions.  
[15] Q Do you know if spinal stenosis or  
[16] degenerative disk disease in your back or any of that  
[17] can cause blood clots in your legs?  
[18] A No, I do not know.  
[19] Q Mr. Sasser also has indicated that after he  
[20] realized that he was cut off, and I'm not sure if it  
[21] was June of '04, but sometime thereafter realized  
[22] y'all really aren't ever going to pay anything again,  
[23] that he had another conversation with you and you told  
[24] him -- he reminded you, he says, of that prior  
[25] conversation where you said you're going to get me cut

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[1] off and you said I did my job. Is that accurate?  
[2] A I probably said I was just doing my job,  
[3] yeah.  
[4] Q If Dr. McGahan was no longer available for  
[5] Mr. Sasser, there's no way Dr. McGahan could have  
[6] asked for precertification for any treatment, was  
[7] there? He had moved off and Mr. Sasser couldn't find  
[8] him; that's not possible, is it?  
[9] A No.  
[10] Q Did you ever offer him another doctor and  
[11] say, well, Dr. McGahan is gone, but you are entitled  
[12] to precertification of medicals, you are entitled to  
[13] ask for that, so let's get you another doctor so they  
[14] can ask for that, even if you think they're going to  
[15] be denied? Did you ever offer him another doctor?  
[16] A No.  
[17] Q Why not?  
[18] A Well, I wasn't aware he didn't have one. I  
[19] never heard from him for a long period of time after  
[20] that and I assumed he was still seeing Marsella.  
[21] Q Seeing Marsella, but not McGahan. I mean,  
[22] Marsella was just for pain management.  
[23] A But what would he need another doctor for  
[24] for our chronic pain other than pain management.  
[25] Q So you made the decision he did not need

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[1] anyone else but --

[2] A No, no, no.

[3] Q -- Dr. McGahan?

[4] A No, I'm not saying that. I'm just saying if  
[5] I see that -- if I think that he's seeing the pain  
[6] management doctor, I would have no reason to think  
[7] that he was not getting treatment.

[8] I don't have too many patients that are  
[9] seeing more than the pain management doctor. Usually  
[10] that's all they see at that time.

[11] Q And am I correct that you have had a couple  
[12] of weeks -- let me go back to make sure I've got it  
[13] right. I want to make sure I've got it all, because  
[14] I'm not too clear sometimes.

[15] Three to four-week course by Kemper to get  
[16] you up to speed on workers' comp adjusting, because  
[17] I'm assuming it was a workers' comp course?

[18] A Uh-huh (affirmative).

[19] Q Three to five-day course with InServices and  
[20] then one course every year once you got certified in  
[21] Alabama. That's your training and then any on-the-job  
[22] just doing it?

[23] A I have continuing education of 12 to 18  
[24] hours a year for my state license.

[25] Q And were you doing that back then as well?

[1] Q I mean, we go to them, too.

[2] MR. KNOTT: Yes.

[3] BY MS. SHUMATE:

[4] Q We have doctors who often speak at ours on  
[5] different topics to give us a little bit better  
[6] understanding of medical --

[7] A Right.

[8] Q -- issues, medical terminology, things of  
[9] that nature.

[10] You certainly don't feel like you're in a  
[11] position to make a decision on a medical issue above  
[12] and beyond a doctor's decision, do you?

[13] A No.

[14] Q You're not in that position, okay.

[15] MS. SHUMATE: Give me a couple of minutes  
[16] and I'll see what else I've got, okay.

[17] MR. KNOTT: Okay.

[18] (Whereupon, there was a recess from 12:55  
[19] p.m. to 1:10 p.m.)

[20] BY MS. SHUMATE:

[21] Q Why did you leave Ryder?

[22] A I was laid off from downsizing.

[23] Q And so it was nothing performance related?

[24] A No.

[25] Q It was just they cut off?

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[1] A Yes.

[2] Q Was that continuing education all in  
[3] workers' comp?

[4] A Yes.

[5] Q Are you licensed only in workers' comp  
[6] adjusting?

[7] A Yes. Well, no, actually my license reads  
[8] property and casualty, but I've only practiced  
[9] workers' compensation.

[10] Q You have no medical training other than what  
[11] you receive through these seminars the insurance  
[12] companies give you?

[13] A Correct.

[14] MR. KNOTT: I think she said the state  
[15] sponsors some of the seminars.

[16] MS. SHUMATE: Yeah, the doctors sometimes  
[17] come, she said.

[18] THE WITNESS: Yeah.

[19] BY MS. SHUMATE:

[20] Q You haven't had any formal medical training?

[21] A Right.

[22] Q You just have seminars --

[23] A Right.

[24] Q -- that you go to for --

[25] A Correct.

[1] A They cut off several adjustors, yeah.

[2] Q And do you know if Greg Pitz or Kathy  
[3] Fortier still worked for Ryder, or at least at the  
[4] time you left?

[5] A Yes, they do or they did as of last week.

[6] Q Have you discussed this case or the facts of  
[7] this case with anyone who works with Ryder, other than  
[8] your attorney? And I don't want to know what you  
[9] talked about. Have you discussed this with anyone  
[10] else who works for Ryder?

[11] A Since I left?

[12] Q Yes.

[13] A No.

[14] Q Did you discuss it with them before you  
[15] left?

[16] A Yes.

[17] Q And who specifically did you discuss the  
[18] case with at Ryder?

[19] A You mean like after I stopped handling the  
[20] claim itself?

[21] Q Yeah. I mean, I presume that once you got  
[22] sued, once you know there's a lawsuit?

[23] MR. KNOTT: And to be clear, she can answer  
[24] with respect to the work to the adjustment of the  
[25] workers' compensation case.



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[1] But with respect to the case that's pending  
[2] in federal court that's a tort case, I'm going to  
[3] ask her -- I'm going to instruct her not to  
[4] answer based on attorney-client privilege.  
[5] **BY MS. SHUMATE:**  
[6] **Q** Well, I'm going to ask you. Did you speak  
[7] with anybody at Ryder who works for Ryder who is not  
[8] an attorney about the tort case about --  
[9] **A** Yes.  
[10] **Q** -- being sued?  
[11] **A** Oh, oh, no, no, not about the tort case.  
[12] **Q** Did you talk with anybody there about the  
[13] outrage claim or can you believe this guy is suing us  
[14] for this or I cut him off for this reason or that? I  
[15] mean, did you discuss anything like that with anybody?  
[16] **A** No, just the fact that I was being deposed  
[17] because we're being sued because of outrage.  
[18] **Q** But did you ever discuss with Greg Pitz or  
[19] Kathy Fortier the facts of the workers' comp case  
[20] after you got sued, sit back and say, well, let's go  
[21] over the file one more time or let's talk about things  
[22] that happened in this case?  
[23] **A** Yes. I talked to Kathy who was my  
[24] supervisor when I left, just clarifying where we stood  
[25] with our attorneys and everything and the rule nisi

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[1] existed and the court, the outrage, that they were two  
[2] different suits and that kind of thing.  
[3] But it was not based on the fact that I was  
[4] leaving. Just it happened to have come up just before  
[5] I left.  
[6] **MS. SHUMATE:** I think that's all.  
[7] **MR. KNOTT:** I have maybe one or two.  
[8] (Whereupon, a discussion was held off the  
[9] record.)  
[10] **DIRECT EXAMINATION**  
[11] **BY MR. KNOTT:**  
[12] **Q** Martye, was the only reason for doing the  
[13] peer review to see if you could -- I think the way the  
[14] question was asked earlier, to get Mr. Sasser off  
[15] Ryder's payroll?  
[16] **A** No.  
[17] **Q** What other reasons, as we sit here today,  
[18] can you think of that you had at the time for  
[19] submitting the peer review process?  
[20] **A** Because as I said, I was concerned about the  
[21] significant amount of heavy narcotics that he was on.  
[22] And he would contact me and sound very intoxicated and  
[23] very slurred. He never asked for transportation, so I  
[24] assumed he was driving.  
[25] I was just very concerned about the -- his

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[1] state. Like I said, I've never seen somebody take so  
[2] many drugs. Even chronic failed backs, you usually  
[3] don't have that combination, so I was just concerned  
[4] about it.  
[5] **Q** In taking the actions you took with regard  
[6] to the adjustment of Mr. Sasser's claim, was it ever  
[7] your intention to coerce him to do or refrain from  
[8] doing anything?  
[9] **A** No.  
[10] **Q** Was it ever your intention to cause him  
[11] physical and mental distress?  
[12] **A** No.  
[13] **MR. KNOTT:** That's all the questions I have.  
[14] **FURTHER CROSS-EXAMINATION**  
[15] **BY MS. SHUMATE:**  
[16] **Q** Did you ever express this deep concern you  
[17] had for Mr. Sasser's medical condition to his treating  
[18] physician Dr. Marsella?  
[19] **A** Not that I recall. I don't recall.  
[20] **Q** Did you ever ask Dr. Marsella if the  
[21] medication he was on would make him seemed slurred  
[22] speech?  
[23] **A** I believe I did ask him about the effects  
[24] they were having, but I can't remember specifically  
[25] when.

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[1] **Q** And his answer was what?  
[2] **A** I don't recall getting one.  
[3] **Q** You don't recall getting one?  
[4] **A** Uh-uh (negative).  
[5] **Q** From Dr. Marsella?  
[6] **A** Uh-uh (negative).  
[7] **Q** And you made an assumption that Mr. Sasser  
[8] was driving?  
[9] **A** Well, yeah. I'm just saying because he  
[10] never asked for a taxi to go to the doctor or  
[11] whatever, I assumed he was driving.  
[12] **Q** Do you know if he has a spouse or children  
[13] or a neighbor that would take him?  
[14] **A** Right.  
[15] **Q** There's all kinds of ways people get places  
[16] without asking Ryder for money; right?  
[17] **A** Uh-huh (affirmative).  
[18] **Q** Did you make any other assumptions about  
[19] Mr. Sasser, besides that he was driving while possibly  
[20] intoxicated that effected his claim?  
[21] **A** No, no.  
[22] **MS. SHUMATE:** Okay, that's all I have.  
[23] Thank you.  
[24] (Whereupon, a discussion was held off the  
[25] record.)





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